

COLLECTIVE BARGAINING AGREEMENT

between

**THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES**

and the

**DADE COUNTY POLICE BENEVOLENT ASSOCIATION
LIEUTENANTS
LAW ENFORCEMENT BARGAINING UNIT**

2018-2021

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PREAMBLE

THIS AGREEMENT is between The Florida International University Board of Trustees (hereinafter referred to as the University or the Employer), and the Dade County Police Benevolent Association (hereinafter referred to as the PBA LTS or the Union) representing the employees in the Law Enforcement Lieutenants Bargaining Unit (PBA LTS). It is recognized by the University and the PBA LTS that the public policy of the State and the purpose of Part II, Chapter 447, Florida Statutes, is to provide statutory implementation of Section 6, Article 1 of the Constitution of the State of Florida, and to promote harmonious and cooperative relationships between public employers and its employees, both collectively and individually, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of the public employer. It is further recognized by the University and the PBA LTS that terms and conditions of employment of employees are contained in this Agreement and in the University Regulations, Policies, and Department SOPs.

Further, this Agreement defines the Employer's obligations to the Union and members of the bargaining unit, thus avoiding disputes due to misunderstandings, as well as by providing a procedure for the resolution of any claims that the Agreement has been violated. Finally, both parties recognize that the above language is a statement of intent and, therefore, not subject to the grievance procedure as outlined in Article 4.

ARTICLE 1 RECOGNITION

1.1 The University recognizes the PBA LTS as the exclusive collective bargaining representative of the bargaining unit certified by the Public Employees Relations Commission in Case RC-2005-040 which includes all sworn full time law enforcement lieutenants in the FIU Police Department (hereinafter referred to as FIUPD).

1.2 University will not be called upon to recognize the PBA LTS as agent for any of its employees other than those included in the certified unit mentioned above in the absence of a new PERC certification. When any new job classification is created, University will notify the Union. Any dispute as to an individual employee's status or any new classification status as being included or excluded from the bargaining unit will be resolvable through normal legal procedures, and not through the contractual grievance procedure.

ARTICLE 2 DEFINITIONS

The terms used in this Agreement are defined as follows:

- "Administration" means Florida International University acting through its President and staff.
- "Bargaining unit" means those employees, collectively, represented for collective bargaining purposes by the Dade County Police Benevolent Association.
- "Board," "BOT," or "Board of Trustees" means the body established to govern Florida International University by Article 9, Section 7 of the Florida Constitution, acting through the President and staff.
- "Chief" means the Chief of the University Police Department.
- "Days" means business days unless otherwise noted.
- "Department" means the University Police Department.
- "Employee" means a member of the bargaining unit as it is described in Article 1.
- "Grievance" means a dispute, claim, or complaint that any employee or the Union may have as to the interpretation, application, and/or alleged violation of provision(s) of this Agreement which is subject to the Grievance and Arbitration Procedure.
- "Employee Representative" means an FIUPD employee who has been chosen by the PBA LTS to act as the PBA LTS representative.
- "PBA LTS" or the "Union" means the Dade County Police Benevolent Association that is the exclusive collective bargaining representative of the bargaining unit certified by the Public Employees Relations Commission in Case RC-2005-040 which includes all sworn full time law enforcement lieutenants in the FIUPD.
- "President" means the President of FIU or his/her designee.
- "Department SOPs" means the Department's standard operating procedures.
- "Specialized Units" means those units that the Chief of FIUPD or his/her designee has designated which are assigned duties beyond that of a patrol officer, which require a degree of training, familiarity, and/or orientation necessary to fulfill said assignment, and where the assignment to the unit is a primary duty. Examples include, but are not limited to, Investigations unit, Housing unit, Community Policing unit, K-9 unit, and Pedestrian and Traffic Safety unit.
- "Supervisor" means an individual identified by the President as having immediate administrative authority over bargaining unit employees.
- "University" or "FIU" means Florida International University Board of Trustees, acting through the

President and staff.

- “Operational Necessity or Operational Need” means a legitimate business purpose as determined by the Chief of the FIUPD or his/her designee that justifies an employment practice as valid and necessary for the effective achievement of the FIUPD’s objectives and the safe and efficient operation of the FIUPD.
- “University Policy(ies)” means those statements of policy, establishing principles as a basis and guide for later action, and articulating the University’s official statements on issues it deems important to the governance of the University.
- “University Regulation(s)” means those regulations that the Florida International University Board of Trustees have promulgated.

ARTICLE 3
EMPLOYEE REPRESENTATION AND PBA LTS ACTIVITIES

3.1 Designation and Selection of Representatives

A. The PBA LTS shall furnish to the University a list of Employee Representatives who are designated to assist in processing Grievances every year on or about July 1st. This list shall include the name, work address and work telephone number of each Employee Representative. The University will not recognize any person as an Employee Representative whose name does not appear on the list. This list may be amended as new representatives are designated by the PBA LTS with written notice to the University.

B. A total of three (3) employees may be designated to serve as Employee Representatives; however, University will only be required to deal with one designated Employee Representative, unless mutually agreed to otherwise. Written notification will be sent to the Chief of Police with the names of the employee representatives and any successors.

3.2 Representative Access. The PBA LTS bargaining unit shall have the right to use University facilities for meetings on the same basis as they are available to other University related organizations.

3.3 Consultation.

A. The Chief of the FIUPD or his/her designee shall meet with PBA LTS, or its Employee Representatives, to discuss matters pertinent to the implementation or administration of the Agreement or any other mutually agreeable matters. The University and the PBA LTS understand and agree that such meetings may be used to resolve problems regarding the implementation and administration of the Agreement; however, such meetings shall not constitute or be used for the purpose of collective bargaining.

B. If a consultation meeting, as described above is held or requires reasonable travel time during the working hours of any employee participant, such participant shall be excused for that purpose.

Attendance at a consultation meeting scheduled outside of regular working hours shall not be deemed time worked.

3.4 Employee Information and Rules Provided.

Upon written request of the PBA LTS, the University will, on a semi-annual basis, provide a list of PBA LTS. Unit employees with the name, work address, classification title, gross salary and date of hire for each employee.

3.5 Negotiations.

A. Parties and Location.

- (1) The PBA LTS agrees that all collective bargaining is to be conducted with University representatives designated for that purpose by the President. There shall be no negotiations by the PBA LTS at any other level.
- (2) The University agrees that all collective bargaining is to be conducted with PBA LTS representative(s) designated for that purpose. There shall be no negotiations by the University at any other level.
- (3) Negotiations shall be held in Miami-Dade County, Florida, unless all parties agree to another location.

B. Negotiation Committee. The PBA-Lts. may designate in writing no more than three (3) employees to serve on its Negotiation Committee and not more than two (2) employees to serve as alternates for Committee members who are unable to attend a negotiation session. For each round of negotiations, administrative leave shall be granted to the Committee members for the purpose of attending the negotiations. Committee members shall not be reimbursed by the University for travel, meals, lodging or any other expense incurred in connection with attendance at the negotiating sessions. Written notification will be sent to the Chief of Police with the names of the employee representatives and any successors.

3.6 Bulletin Boards

The University shall provide bulletin boards at the Police Stations at both the Modesto A. Maidique Campus and the Biscayne Bay Campus, along with access to the bargaining unit members' email addresses, for the sole use of the PBA-Lts. to post materials of interest to bargaining unit members. The Bulletin boards shall be placed in an accessible location to bargaining unit employees within the respective police stations and shall be no smaller than two feet by three feet. All materials placed on the designated bulletin boards shall bear the date of posting. Material posted on the bulletin board or sent via email shall be limited to

documents informing the employees of the collective bargaining process or contract administration, union business, or general law enforcement topics. Derogatory material or political election material is not permitted.

ARTICLE 4 GRIEVANCE AND ARBITRATION PROCEDURE

4.1 In a mutual effort to provide a harmonious working relationship between the parties to this Agreement, it is agreed that there is a procedure for the resolution of grievances between the parties arising from any alleged violation of a specific term of this Agreement.

4.2. For the purpose of determining deadlines for actions as set forth in this Article, the parties agree that, if said deadline falls on a weekend or a University recognized holiday, the deadline for said action shall be on the following business day. Every effort will be made by the parties to settle all grievances as soon as possible. The time limits set forth shall be strictly complied with and can only be extended by mutual agreement of the parties in writing. Mutual agreements may be evidenced by email exchanges. Any grievance shall be considered settled at the last level considered if the grievant fails to timely process the grievance to the next level. The term "days" shall mean business days. The date of receipt shall not be included in the count of days. Compliance with any time limit under this Article shall be determined by the date-stamped receipt executed by the office receiving the grievance or the person receiving the decision.

4.3 The commencement of legal proceedings against University in a court of law or equity, or before the Public Employee Relations Commission, for misapplication or misinterpretation of the terms of this Agreement, shall be deemed an election of remedy and shall be a waiver by the party commencing the proceeding of its/their right to resort to the Grievance and Arbitration Procedure contained in this Article and any other review mechanism including the Neutral Internal Resolution of Dispute Policy and any grievance that is or has already been filed over the same matter (i.e., the same act or omission) will be dismissed with no further obligation to consider the grievance.

4.4 Under no circumstances can an employee avail him/herself of both Grievance and Arbitration Procedure and the Neutral Internal Resolution of Disputes Policy to resolve a dispute as each procedure is applicable to and governs different sets of facts and circumstances and is applicable, per terms of this Agreement, to different types of disputes.

4.5 Grievances shall be processed in accordance with the following procedures:

A. **INFORMAL RESOLUTION.** The parties strongly encourage the informal resolution of issues that may be grievances. The grievant may (but is not required to) attempt to resolve his/her grievance

with the Chief of FIUPD or his/her designee. Discussions will be informal for the purpose of settling differences in the simplest and most effective manner. Should the grievant wish to pursue an information resolution of a grievance, he/she must request a meeting with the Chief of the FIUPD or his/her designee within five (5) days from the act or omission given rise to the grievance or the date on which the grievant or should reasonably have known of such act or omission if that date is later. The Chief of FIUPD or his/her designee will respond with a meeting date and time within five (5) days of the request. If the Chief of the FIUPD or his/her designee determines that the Department action should be changed, the Chief or designee will offer the change to the grievant. If the grievant accepts the change, the matter will be considered resolved and there will be no further review. If the Chief of the FIUPD or his/her designee determines that the Department action was appropriate or the grievant does not accept the modification offer, the grievant will be informed that he/she can choose to use the Step I review process: the Department action will be unchanged. If the grievant chooses to appeal the Department action by initiating the Step process, all parties agree that no one will mention any details about the informal resolution process at Step I or Step II.

B. STEP I:

(1) Filing. If the grievance has not been satisfactorily resolved through the informal resolution process or if the grievant has chosen not to use the informal resolution process but wants to file a grievance, the grievant or the PBA LTS may file Step I by filing a fully executed Step I form which is attached. The Step I form must be filed with the Vice President of Human Resources or designee within ten (10) days of conclusion of the informal resolution process if used or within ten (10) days of the date on which the employee knew or reasonably should have known of such act or omission if the grievant did not use the informal process.

(2) Meeting. The Vice President for Human Resources or designee shall investigate the alleged grievance and shall, within fifteen (15) days or other mutually agreeable date of receipt of the written grievance, conduct a meeting between the Vice President for Human Resources or designee, other University representatives as necessary, the grievant and/or the grievant's representative. The parties present at the Step I meeting shall discuss the grievance. Any party bringing legal counsel to the Step I meeting shall provide at least five (5) days' advance written notice to all other parties before the Step I meeting. At the Step I meeting, the grievant shall have the right to present any evidence in support of the grievance.

(a) Documents. In advance of the Step I meeting, the grievant shall have the right, upon written request to the Vice President of Human Resources or designee, to a copy of any identifiable documents relevant to the grievance.

(b) Decision. The Vice President for Human Resources or designee shall notify the grievant

of a decision in writing no later than seven (7) days following the meeting. A copy of the decision shall be sent to the grievant, the grievant's representative and the PBA LTS. Failure of the Vice President for Human Resources or designee to timely respond shall be considered a denial of the grievance and shall entitle the grievant to appeal to Step 2. If the University fails to provide a Step 1 decision within the time limits provided in this Article due to a University-caused delay, the University shall pay all costs of the Step 2 process should the PBA LTS elect to take the grievance to that step.

C. STEP 2: If a grievance has not been satisfactorily resolved at Step 1, or if the Vice President of Human Resources or designee has failed to respond within the Step 1 deadlines, the PBA LTS may proceed to Step 2 by filing a fully executed Step 2 form which is attached. The Step 2 form must be filed with the Vice President of Human Resources or designee within seven (7) days after receipt of the Step 1 decision by the grievant, the grievant's representative, and the PBA LTS, or when the decision was due in the Step 1 process. The grievance may be withdrawn by the PBA LTS at any point prior to issuance of the Arbitrator's decision by providing written notification to the Vice President of Human Resources or designee.

(1) The parties hereby agree that the arbitration selection procedure will be as follows:

- A. The party requesting arbitration shall, concurrently with its filing of the Step 2 form, notify the American Arbitration Association (AAA) of the filing of the grievance and request a list of seven (7) arbitrators sent to each party.
- B. Within seven (7) days of when the last party receives the list from the AAA, the parties shall meet to select an arbitrator. Each party shall alternatively strike arbitrators from the list until one remains with a coin toss used to determine which party strikes first. The party requesting arbitration shall notify AAA of the party's selection.

(2) Authority of the Arbitrator.

- A. Unless the parties agree in writing to the contrary, only one grievance may be submitted to the arbitrator at any one hearing.
- B. The arbitrator shall not add to, subtract from, modify, ignore, or alter the terms or provisions of this Agreement, or the provisions of applicable law, rules, or regulations having the force and effect of law. The arbitrator shall not have the power to limit or interfere in any way with the powers, duties, and responsibilities of the University under applicable law, rules, and regulations having the force and effect of law. The arbitrator shall be confined solely to the application and/or interpretation of the Agreement and the precise issue(s) submitted for arbitration. The arbitrator shall determine each dispute in accordance with the terms of this Agreement and in accord with a "Submission

Agreement," if one can be agreed to. If there is no Submission Agreement, then the arbitrator will rely on the grievances as written under Step 1 of this Agreement.

- C. Where a University official has made a judgment involving the exercise of discretion, the arbitrator shall not substitute its judgment for that of the University official. Nor shall the arbitrator review such decision except for the purpose of determining whether the decision has violated the Agreement.
- D. The Hearing. The arbitrator shall hold the hearing in Miami-Dade County unless otherwise agreed by the parties. The hearing shall commence within sixty (60) days of the arbitrator's acceptance of selection, or as soon thereafter as is practicable. The parties shall stipulate to the issue(s) prior to the hearing before the arbitrator. If the parties are unable to stipulate to the issue(s) prior to such hearing, the parties shall proceed to a hearing on applicability of this procedure based on either procedural or substantive concerns ("applicability"). Issues of applicability shall be bifurcated from the substantive issues and, whenever possible, determined by means of a hearing conducted by conference call. The arbitrator shall have ten (10) days from the hearing on applicability to render a decision on the applicability issues. If the process is judged to be applicable to the complaint, the arbitrator shall then proceed to hear the substantive issue(s) in accordance with the provisions of this Agreement.
- E. The arbitrator shall rule on arbitrability before issuing a decision on the merits. If a lawsuit is filed over arbitrability, the arbitration shall not commence until the lawsuit has terminated in the trial court. If the grievance was found to be arbitrable, then the grievance would be assigned to another arbitrator using the same process as used for selecting the first arbitrator.
- F. The arbitrator shall issue the decision within thirty (30) days of the close of the hearing on the substantive issue(s) or the submission of briefs, whichever is later, unless additional time is agreed to by the parties in writing. The decision shall be in writing and shall set forth findings of fact, reasoning, and conclusions on the issues submitted. Except as expressly specified in this Article, the provisions of the Florida Arbitration Code, Chapter 682, Florida Statutes, shall not apply. Except as modified by the provisions of this Article, the arbitration proceeding shall be conducted in accordance with the Labor Arbitration Rules and Procedures of the American Arbitration Association.
- G. In rendering its decision, the arbitrator shall refrain from issuing any statements of opinion

or conclusions not essential to the determination of whether the act or event giving rise to the grievance violated a provision of this Agreement.

- H. If the arbitrator determines that an Article has been violated, the arbitrator shall direct the University to take appropriate action. The arbitrator may award back salary where the arbitrator determines that the employee is not receiving the appropriate salary from the University, but the arbitrator may not award other monetary damages or penalties. The arbitrator shall have no power to establish wages, rates of pay for new jobs, or to change any wages unless the arbitrator is specifically empowered to do so by both parties in writing. An Arbitrator's award may be retroactive based on the equities each case may demand, but in no case shall an award be retroactive to a date earlier than thirty (30) days prior to the date the grievance was originally filed in this Article.
- I. The decision or award of the arbitrator shall be final and binding upon the University, the PBA LTS, and the grievant provided that either party may appeal to an appropriate court of law a decision that was rendered by the arbitrator acting outside of or beyond the arbitrator's jurisdiction.
- J. Venue. For purposes of venue in any judicial review of an arbitrator's decision issued under this Article, the parties agree that such an appeal shall be filed in the courts in Miami-Dade County, Florida unless both parties specifically agree otherwise in a particular instance. In an action commenced in Miami-Dade County, neither the University nor the PBA LTS will move for a change of venue based upon the defendant's residence in fact if other than Miami-Dade County.
- K. Fees and Expenses. All fees and expenses of the arbitrator shall be divided equally between the parties unless mutually agreed otherwise. Each party shall bear the cost of preparing and presenting its own case. However, in the event the grievance is withdrawn after the selection of the arbitrator, the party withdrawing the grievance shall be responsible for the full cost of the arbitrator's fee (if any) unless otherwise mutually agreed by the parties in writing. Expenses of obtaining a hearing room, if any, shall be equally divided between the parties. The cost of the written transcript, if requested by both parties, will be shared by both parties.

4.6 The following general rules are applicable to this Article:

- A. The grievant or the PBA LTS may abandon or settle a grievance.

- B. The University will notify the PBA LTS of an individual filing a grievance pursuant to this Article.
- C. The PBA LTS will have the opportunity to be present at any meetings held between the University and a grievant (if the grievance is not filed through the PBA LTS) to resolve a grievance filed pursuant to this Article.
- D. Only the PBA LTS may request that a grievance proceed to arbitration.
- E. The grievant or the PBA LTS shall have only one opportunity to amend or supplement the grievance. No grievance can be amended or supplemented after Step 1.
- F. In contract interpretation, the burden of proof is on the grievant. In such cases, the preponderance of evidence standard is applicable.
- G. No grievance informally resolved or by using the process described in this Article shall constitute a precedent for any purpose unless agreed to in writing by the University Vice President of Human Resources or designee, the grievant, and PBA LTS.
- H. Filings and Notification. All documents required or permitted to be issued or filed pursuant to this Article may be transmitted by fax, United States mail by certified mail with return receipt requested, or any other recognized delivery service that provides documentation of delivery to the recipient, including e-mail.
- I. Reprisal. No reprisal of any kind will be made by the University or the PBA LTS against any grievant, any witness, or any other participant in the Grievance and Arbitration Procedure by reason of such participation.

ARTICLE 5 LAYOFFS AND RECALL

5.1 Employees may be laid off due to adverse financial circumstances; reallocation of resources; reorganization of administrative structures, programs, or functions; curtailment of one or more programs or functions; shortage of work; or a material change of duties.

5.2 Employees shall be laid-off in the inverse order of seniority on the job as a sworn law enforcement officer at the University (i.e., the most recently hired employee as a sworn law enforcement officer will be the first to be laid off, regardless of rank at time of layoff). Employees shall be bumped downward in accordance with seniority in classification. Time spent in a higher classification shall be credited to the employee for the purpose of calculating layoffs and “bumping downward.” It is understood by the parties that probationary employees shall be laid-off first.

5.3 Laid off employees shall have recall rights only to positions within the bargaining unit. Recall will be in reverse order of layoffs. Recall rights are limited to the one (1) year period following the layoff. During this period, no new bargaining unit employees will be hired by the Department until all laid off members of the bargaining unit are offered recall. Any employee offered recall at his/her last known address must contact the Department and agree to return to work within twenty-one (21) calendar days or forfeit all recall rights.

**ARTICLE 6
HEALTH AND SAFETY**

6.1 The University will make reasonable efforts to provide employees a safe and healthy working environment. The University and the PBA LTS agree to work cooperatively toward reducing job-related injuries and Workers' Compensation costs by encouraging improved safety measures.

6.2 Safety Committee. The PBA LTS will name one employee to serve on a University Wide Safety Committee. Written notification will be sent to the Chief of Police with the names of the individual and any successors. Any individual selected to serve in this capacity will make appropriate scheduling arrangements, with management's approval, to ensure his/her attendance does not adversely affect operations.

6.3 Employee Health and Safety.

A. When the University requires an employee to use or wear health or safety equipment, such equipment will be provided by the University.

B. Any employee who becomes aware of a work related accident shall immediately notify the supervisor or the supervisor's designee of the area where the incident occurred.

C. When an employee believes an unsafe or unhealthy working condition exists in the work unit, the employee shall immediately report the condition to the supervisor or the supervisor's designee. The University shall investigate the report and respond to the employee.

6.4 Vehicles and Equipment.

A. Vehicles used by employees, whether or not issued to the employee, shall be maintained in safe operating condition by the University. Marked patrol vehicles shall be equipped with cages, and as such vehicles are replaced, the newly purchased vehicles shall include the standard police package. The University shall use high visibility lights on University vehicles as dictated by University needs. In-car computers shall be mounted for safe use by bargaining unit members. When employees are required to drive scooters, golf carts, all-terrain vehicles, or other similar vehicles, such vehicles shall be operated in accordance with the manufacturer's warranty and the officer shall be properly trained in the operation of such vehicle.

B. Where the University has determined that an employee should be provided with a police baton, mace or OC spray, conducted electrical weapon (CEW), or other such weapon as the University deems appropriate, such employee shall be properly trained by a certified instructor in its use.

C. The University shall provide its employees with custom-fitted bullet resistant vests. Vests shall be replaced as per the stated warranty. The wearing of these vests is at the discretion of the employee, however, employees are strongly encouraged to wear the vest at all times when on duty, and the University reserves the right to require the wearing of the vest at the direction of the Chief or designee.

6.5 Firearms.

A. The University shall provide its employees with a semi-automatic firearm. The type of semi-automatic firearm shall be at the University's discretion. The University will attempt to provide a semi-automatic firearm which is suitable to the employee's stature and hand size.

B. In order to promote safety in the use of firearms by employees, the University guarantees that each employee is allowed to fire his/her firearm in an approved course at least once every six (6) months, at no cost to the employee. Such training shall be for the purpose of qualifying in the use of firearms.

C. The University shall issue new factory ammunition for on-duty use at intervals not to exceed twelve (12) months from the previous date.

ARTICLE 7 LEARNING OPPORTUNITIES

Law Enforcement Training. The University and the PBA LTS recognize the importance of training programs to develop skills in our law enforcement officers and supervisors. The University will make a reasonable effort to continue existing training programs in law enforcement techniques and to develop new programs, and to ensure that opportunities to attend law enforcement and salary incentive training programs are equitably distributed among employees.

ARTICLE 8 DUES DEDUCTION

8.1 During the term of this Agreement the University will deduct PBA LTS dues and other authorized deductions in an amount established by the PBA LTS and certified in writing by the PBA LTS to the University, from employee's pay for those employees who individually make such request on the deduction form provided by the PBA LTS included as Appendix A. Such deductions will be made by University when other payroll deductions are made and will begin with the pay for the first full pay period following receipt of the authorization by the University.

8.2 The PBA LTS shall advise University of any increase in dues or other authorized deductions in writing at least thirty (30) days prior to its effective date.

8.3 This Article applies only to the deduction of membership dues and shall not apply to the collection of any fines, penalties, or special assessments. University will not be required to process Dues Deductions Authorization Forms that are: (1) incorrectly and/or incompletely filled out; (2) postdated; or (3) submitted to the University more than sixty (60) days following the date of the employee's signature.

8.4 Deductions of dues and other authorized deductions shall be remitted exclusively to the Dade County Police Benevolent Association by University within thirty (30) days after the deductions are made, or as soon as practical thereafter, along with a list containing the names of the employees from whom the remittance is made.

8.5 In the event an employee's salary earnings within any pay period, are not sufficient to cover dues and any other authorized deductions, it will be the responsibility of the PBA LTS to collect its dues for that pay period directly from the employee.

8.6 Deductions for the PBA LTS dues and other authorized deductions shall continue until either: (1) revoked by the employee by providing University and the PBA LTS with thirty (30) days' written notice that the employee is terminating the prior checkoff authorization; (2) revoked pursuant to Section 447.507 Florida Statutes; (3) the termination of employment; or (4) the transfer, promotion, or demotion of the employee out of this bargaining unit. If these deductions are continued when any of the above situations occur, the PBA LTS shall, upon notice of the error, reimburse the employee for the deductions that were improperly withheld.

8.7 The PBA LTS shall indemnify, defend, and hold University, the Florida Board of Governors, the State of Florida, and its officers, officials, agents, and employees harmless against any claim, demand, suit, or liability (monetary or otherwise), and for all legal costs arising from any action taken or not taken by University, or other officials, agents, and employees in complying with this Article. The PBA LTS shall promptly refund to the University any funds received in accordance with this Article which are in excess of the amount of dues and other authorized deductions which University has agreed to deduct.

ARTICLE 9 UNIFORMS AND EQUIPMENT

9.1 Uniform. All employees shall receive a standard issue of uniforms (winter and summer) and uniform accessories and may request replacement of such uniforms as needed. Requests for replacement of uniforms shall be honored in a timely fashion and not unreasonably denied.

9.2 Uniform accessories and equipment will include the following minimum requirements:

- A. Gun belt, either 2 ¼ inches or 3 inches, as appropriate for the individual employee;
- B. Firearm safety (snatch resistant) holster;
- C. Three (3) magazines and an approved case for spare ammunition; and
- D. One (1) flashlight.

9.3 Uniform Maintenance and Shoe Allowance. The University will provide employees who are furnished and required to wear by the University a uniform, a uniform maintenance allowance in the amount of five hundred dollars (\$500.00) annually, unless laundry and dry cleaning facilities are available and the service is furnished by the University without cost to the employees. In addition, such employees shall receive a shoe allowance in the amount of one-hundred fifty (\$150.00) annually, unless shoes are furnished by the University.

9.4 Clothing Allowance. Employees assigned to full-time plain clothes positions shall receive a clothing allowance in the amount of one thousand dollars (\$1,000.00) annually, and a shoe allowance in the amount of one hundred fifty dollars (\$150.00) annually, unless the shoes are furnished by the University.

9.5 Bullet Resistant Vest. The University shall provide uniformed and plain clothes law enforcement personnel a bullet resistant vest for use during duty hours. Each bullet resistant vest will be replaced per the manufacturer's warranty.

9.6 Recreational Use Privileges. The Department will pay for the cost of the University Recreation Facility services as the employee uses such services. All sworn law enforcement personnel covered by this Agreement shall receive an annual standard University Recreation Facility membership at no cost. If the membership is not used by the employee, it may be revoked.

ARTICLE 10 WAGES

10.1 Shift Differential Pay

A. Purpose: To set criteria for payment of premium shift differential for employees who work shifts other than the regular day shift to meet the needs of the University.

B. Policy: Employees are eligible to be paid a shift differential salary additive for the entire shift when assigned to work an evening or a night shift as follows:

Evening: A differential of five percent (5%) is paid for shifts where the majority of the hours fall after 6:00 P.M.

Night: A differential of eight percent (8%) is paid for shifts where the majority of the hours fall after midnight.

C. The Chief of FIUPD or his/her designee retains the discretion to move employees from shift to shift based on operational necessity and shall not be used for the purposes of discipline. The parties agree that the exercise of such discretion is not subject to the Grievance and Arbitration procedure or the Neutral Internal Resolution of Disputes Policy.

10.2 Pay Supplements

A. Bargaining unit employees who supervise specialized units, including but not limited to, the detective bureau and the K-9 unit, shall receive a five percent (5%) pay supplemental while performing duties in the specialty unit.

B. This Article is subject to Department SOP's regarding eligibility, performance, etc.

10.3 Off-Duty Pay

A. Purpose: To establish guidelines to compensate law enforcement personnel for off-duty pay.

B. Definition: An off-duty assignment is any assignment that is being funded by an outside funding source and not from a FIU funding source or budget regardless of department.

C. Policy: Law enforcement personnel are entitled to off-duty pay when an employee is assigned an off-duty event. The law enforcement personnel working the off-duty event does not have to work a forty (40) hour workweek to be compensated at the off-duty pay.

The hours worked as part of the off-duty assignment shall not be counted as hours worked for the purpose of calculating overtime for that week. An employee reporting to an off-duty event shall be guaranteed two (2) hours of off-duty pay if the event is cancelled or concluded prior to the end of the two hour period. An employee who fails to adhere to the Department's procedures for determining the status of the event prior to reporting for such duty will lose eligibility for the guaranteed two hours.

If, after the employee reports to work, the event is cancelled or concluded prior to the end of the guaranteed two (2) hours, management may assign other law enforcement duties to the employee during the guaranteed two-hour period.

Subject to operational necessity, the University agrees that officers from outside agencies will not be assigned an off-duty event shift that is longer than the shift offered to the FIUPD employee unless the FIUPD employee declines to work the longer shift. This provision does not apply to specialized units. If the off-duty event cannot be filled by a member of the FIU PBA rank and file, the FIU Lieutenants will be offered the opportunity to work the event before the event is offered to any officer working at an outside agency.

10.4 Special-Duty Pay for FIU Events Not Eligible for Off-Duty Pay

When there is an FIU event which is funded solely by FIU funds and is not funded by any outside funding source in any fashion (Non-Reimbursed Event) and the FIUPD cannot fully staff any supervisory positions necessary for the operation of the Non-Reimbursed Event, the FIU Lieutenants will be offered the opportunity to work a supervisory position at the Non-Reimbursed Event before the position is offered to any supervisor from an outside law enforcement agency. If an FIU Lieutenant accepts and fulfills the supervisory position, he/she will be paid at his/her premium pay rate (i.e., 50% more than the bargaining unit employee's base rate of pay).

10.5 Sworn Law Enforcement Certification Award

Effective the first full pay period following joint ratification, the ten dollar (\$10) Sworn Law Enforcement Certification Award being received by bargaining unit employees every pay period they maintain their sworn law enforcement certification shall be changed to a half of one percent (0.5%) pay supplement. The pay supplement shall be paid bi-weekly based on the employees' bi-weekly earnings as listed in their paycheck summary, to include Shift Differential Pay – 10.1; Pay Supplements – 10.2; Special Duty Pay – 10.5 and Criminal Justice Incentive Pay (CJIP) if earned by the member for that pay period. Any bonuses (as outlined in Article 15-Bonus Policy and Article 17-Sick Leave Policy) and Uniform Allowances (Article 9) will not be calculated in the processing of this Award. The Award does not affect the base rate of pay for calculating special duty pay and shift differential.

Effective the first full pay period in July 2019, this supplement shall be increased to one percent (1%). The pay supplement shall be paid bi-weekly based on employees' bi-weekly earnings as listed in their paycheck summary, to include Shift Differential Pay – 10.1; Pay Supplements – 10.2; Special Duty Pay – 10.5 and Criminal Justice Incentive Pay (CJIP) if earned by the member for that pay period. Any bonuses (as outlined in Article 15-Bonus Policy and Article 17-Sick Leave Policy) and uniform

allowances (Article 9) will not be calculated in the processing of this Award. The Award does not affect the base rate of pay for the purpose of calculating special duty pay and shift differential.

Effective the first full pay period in July 2020, this supplement shall be increased to five percent (5%). This pay supplement shall be paid bi-weekly based on the employees' bi-weekly earnings as listed in their paycheck summary, to include Shift Differential Pay – 10.1; Pay Supplements – 10.2; Special Duty Pay – 10.5 and Criminal Justice Incentive Pay (CJIP) if earned by the member for that pay period. Any bonuses (as outlined in Article 15-Bonus Policy and Article 17-Sick Leave Policy) and uniform allowance (Article 9) will not be calculated in the processing of this Award. The Award does not affect the base rate of pay for the purpose of calculating special duty pay and shift differential.

10.6 Additional Wages Increases.

- a. If the Florida Legislature provides for a different or additional funding of wages or wage increases described in this Article during the term of this Agreement, the University and the Union agree that such increases will be administered in accordance with the applicable appropriation language. Any additional funding of wages or wage increases provided by the Legislature during any fiscal year covered by this Article shall count as credit towards the wage increases and/or merit bonus described in the Article.

- b. Nothing contained herein shall prevent the University from providing salary increases beyond the increases specified above. These increases may be provided for verified counteroffers and compression/ inversion; increased duties and responsibilities; special achievements; litigation/settlements; and similar special situations. Market equity adjustments may be provided with approval by the PBA.

ARTICLE 11 INSURANCE BENEFITS

11.1 University agrees to administer the State Group Health self-insurance plan in accordance with the applicable Fiscal Year's General Appropriations Act and, if provided, the Summary Statement of Intent.

ARTICLE 12 GROOMING STANDARDS

12.1 Hair on top of the head will be neatly groomed. The length or bulk of the hair will not be excessive or present a ragged, unkempt appearance. When combed, hair will not fall over the ears or eyebrows, or touch the collar, except for the closely cut hair on the back of the neck. The hair of uniformed members may

touch the shirt collar but not fall below the collar's edge and may cover a portion of the ear. Long hair of female officers must be worn up in a neat, stylish manner which permits the wearing of the hat. Conspicuous barrettes, pins, or combs will not be worn.

12.2 If an employee desires to wear sideburns, they will be neatly trimmed. The base will be a clean shaven horizontal line. Sideburns will not extend downward beyond the lowest part of the exterior ear opening.

12.3 The face will be clean shaven, except that if a mustache is worn it will be kept neatly trimmed and tidy. No portion extending beyond the corners of the mouth will fall below a line parallel with the bottom of the lower lip.

12.4 Cosmetic and Jewelry. If worn, cosmetics shall be subdued and blended to match the natural skin color of the individual. False eyelashes are prohibited. Fingernails should be clear and trimmed so as not to extend beyond the tips of the fingers. Fingernail polish, if worn, shall be clear. Female officers may wear small post earrings. Necklaces shall not be visible when the uniform is worn.

ARTICLE 13 REPLACEMENT OF PERSONAL PROPERTY

13.1 An employee, while on duty and acting within the scope of employment, who suffers damage or destruction of the employee's watch or prescription eyewear, or such other items of personal property as have been given prior approval by the Department as being required by the employee to adequately perform the duties of the position, will be reimbursed or have such property repaired or replaced as provide herein. A written report must be filed detailing the circumstances under which such property was damaged or destroyed.

13.2 Specific Reimbursement Allowances and Approvals.

A. Upon proper documentation by the employee of the amount expended, the Department shall authorize reimbursement for repair or replacement of such property, not to exceed the following amounts:

- (1) Watch - \$100;
- (2) Prescription eye wear - \$300 (including any required examination);
- (3) Other items – The Chief of FIUPD or his/her designee shall have final authority to determine the reimbursement value of any items other than watches or prescription eye wear; and
- (4) Total allowable per incident - \$700.

B. Such reimbursement shall be with the approval of the Chief of FIUPD or his/her designee. Approval shall not be unreasonably withheld.

**ARTICLE 14
BEREAVEMENT LEAVE**

STATEMENT: An employee shall be granted three (3) days of leave with pay for a death in the immediate family.

REASON: To administer a Bereavement Leave Policy which provides uniform guidelines to grant paid time off to employees for absences related to the death of immediate family members.

DEFINITIONS: "Immediate Family" is defined as spouse, children (including foster or stepchildren), parents (including stepparents), brother and sister (including stepbrother and stepsister), grandparents, and grandchildren of both the employee and the spouse.

**ARTICLE 15
BONUS POLICY**

STATEMENT: The University shall consider providing incentive bonuses to non-bargaining unit faculty and employees in order to meet recruitment and retention needs and to encourage and reward exceptional performance and services to the University.

REASON: To provide incentive bonuses and rewards in an effort to recruit, reward and retain quality employees.

DEFINITIONS: Bonus: A one-time monetary award given to an employee in addition to the employee's regular compensation.

Educational Incentive Award: To encourage professional development and reward employees who acquire a degree, a professional license or professional certification from an accredited institution or professional organization.

Operational Excellence Award: To recognize employees who have demonstrated continuous outstanding performance, have made a significant contribution to the department's mission and provided consistent support to the department's objective.

Project-Based Bonus: To recognize an employee upon the successful completion of a special project or assignment of significance that is in addition to the employee's regularly assigned duties.

Sign-on Bonus: As a recruitment incentive, a sign-on bonus may be awarded to a new, highly qualified employee hired into a position considered critical to the University's operations and strategic mission and/or deemed difficult to fill.

Spot Award: To provide employees with positive feedback, foster continued improvement and reinforce good observable performance after an event or task has been completed, usually without pre-determined goals or performance levels.

Variable Compensation Plan: To reward employees based on a pre-approved plan based on employee's contribution, departmental objectives, revenue generated, targets achieved, and payout schedules.

PROCEDURES:

I. Educational Incentive Award

Employees may be granted an Educational Incentive Award upon completion of a program of study, degree and/or certification from an accredited institution or professional organization. Course of study should be relevant to the position and/or departmental needs. Participation by the employee should be pre-approved by the Department Head with endorsement by the Vice President of Human Resources or designee. Upon completion of program/degree/certification, employee submits written confirmation of the completed coursework/license/certification to supervisor.

The Educational Incentive Awards are paid as a bonus upon submission of proof of completion as follows:

Associate Degree \$ 500

Baccalaureate Degree \$ 1,000

Master's Degree \$1,500

Doctorate Degree/Juris Doctor \$2,000

Apprenticeship \$ 500

Journeyman \$ 750

Professional Registration or License \$1,000

Professional Certification \$ 500

II. Operational Excellence Award

The Operational Excellence Award is recommended for employees who exceed the expectations set forth of their position, have demonstrated continuous outstanding performance, have made significant contributions to the department's mission or strategic plan and/or have provided consistent support to the department's objectives. The OEA process will be directed by the University President and CFO including determining availability of funds and distribution. The final process will be monitored and approved by the Divisional Vice Presidents or Provost in conjunction with the Division of Human Resources.

III. Project-based Pay

Project-based pay is a lump sum amount payable upon the successful completion of a special project or assignment of significance that is in addition to the employee's regularly assigned duties.

The following criteria will apply to project based pay requirements:

- The amount of the project-based pay may not exceed \$5,000.
- Decision regarding the amount of the lump sum payment should be dependent upon the nature and complexity of the project.
- Recommendation for the amount is to be requested by the respective department with approval by Human Resources.
- Prior to the start of a project, the department head or supervisor must complete a Project Identification Form. The form must be reviewed and approved by the Divisional Vice Presidents or Provost and the Vice President for Human Resources or designee.

IV. Sign-on Bonus

To facilitate recruitment of employees considered critical to the University's operations and strategic mission and/or deemed difficult to fill. The following criteria should be followed when offering a Sign-on Bonus:

- The size of the bonus must be approved by the next level supervisor.
- The employee must agree to work for the university for at least one year. The minimum term of service will be determined based on significance of the position and size of the sign-on bonus offered.

- The employee must meet all pre-employment requirements and actually start working before receiving the sign-on bonus.
- A written agreement outlining the key objectives for the employee, the performance requirements, and pay back terms if agreement is not met must be executed.
- The agreement must be approved by the Vice President of Human Resources or designee in conjunction with the Divisional Vice President.

V. Spot Award

Spot awards are immediate recognition to reward employees for exceptional performance beyond the prescribed expectation of the employee’s job. (Ex: employee exemplifies service excellence while performing the duties and expectations set forth in their position.) Spot awards are given after the event has been completed, usually without pre-determined goals or set performance levels. They may be awarded at any time. Spot awards provide positive feedback, foster continued improvement, and reinforce good observable performance.

Spot awards may be:

- A lump sum dollar amount not to exceed a maximum of \$1,500 in a 12-month period.
- Non-cash (University merchandise, lunch tickets, game tickets, etc.).
- Certificates, plaques, etc.
- Spot Awards are recommended and approved at the department level in conjunction with the Vice President of Human Resources or designee.

VI. Variable Compensation Plan

A lump sum bonus payment awarded as part of a Variable Compensation Plan (VCP). VCPs are pre-approved for individual departments that place a strong value on employee’s contribution, ability to impact performance, departmental objectives and revenues generated. The department dean or director must develop specific targets to be achieved, specific goals, pre-established criteria and payout schedule prior to the establishment of the VCP. The VCP must be approved by the Divisional Vice Presidents or Provost and by the Vice President of Human Resources or designee. Payments for non-exempt employees must be included as part of the employee’s regular pay when calculating overtime pay.

Bonus payments for non-exempt employees must be included as part of the employee’s regular pay when calculating overtime.

**ARTICLE 16
COMPULSORY LEAVE**

STATEMENT: When an employee is unable to perform assigned duties due to illness/injury, the President or designee may require the employee to submit to a medical examination by a mutually acceptable health care provider paid by the university. Upon a signed release by the employee, the results of the medical examination, certifying in detail the employee’s condition, shall be released solely to the President or designee and any other entity identified by the employee on the release. If the medical examination confirms that the employee is unable to perform assigned duties, the President or designee shall place the employee on compulsory leave.

REASON: To establish a policy on granting compulsory leave to employees.

DEFINITIONS:

“Compulsory leave” is defined as approved leave with or without pay, or a combination of such leave, not to exceed the duration of the illness/injury or one year, whichever is less.

**ARTICLE 17
SICK LEAVE**

STATEMENT

An employee shall accrue sick leave in accordance with the table contained in this policy. An employee may carry over sick leave hours from year to year. Sick leave will not be paid out upon separation. Any employee with a minimum of 10 years of service at the University on July 1, 2005, will be grandfathered under the previous sick leave policy for purposes of receiving payment for accumulated sick leave hours upon separation of employment from the University. Only sick leave hours accumulated prior to the above stated effective date will be paid out, in accordance with the established maximum amounts as indicated on the previous policy.

Use of sick leave shall not be authorized prior to the time it is earned and credited to the employee and shall only be used with the approval of the immediate supervisor.

The use of sick leave shall be authorized for the following:

- Illness or injury of the employee or a member of the immediate family.
- Medical, dental or other recognized practitioner appointment of the employee or a member of the employee’s immediate family.
- When, through exposure to a contagious disease, the presence of the employee at the job would jeopardize the health of others.
- Personal illness shall include disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery thereafter.

During leave of absence with pay, an employee shall continue to earn sick leave credits.

When possible, employees are expected to schedule planned medical appointments in a manner that minimizes disruption of the workflow.

Employees must use sick leave for its intended purpose. Supervisors will monitor employee use of sick leave for patterns of abuse. Abuse of paid sick leave will result in disciplinary action up to and including dismissal.

Upon return from sick leave due to illness or injury, an employee may be required to submit a doctor’s note to establish whether the employee is fully recovered and capable of returning to his/her duties.

Employees using no more than three (3) sick days during the fiscal year will receive a bonus of four hundred fifty dollars (\$450.00). The fiscal year runs from July 1st, through June 30th. The bonus will be paid in the first full pay period after June 30th. Members using periodic sick time, such as but not limited to, leaving early due to illness, will not be eligible for the bonus if they use more than 30 hours of sick time during the fiscal year. Members working 5/8 hours shifts will also be limited to 30 hours of sick time per fiscal year in order to receive the bonus.

SICK LEAVE ACCRUAL

Length of Service Hours Accrual Per Pay Period

Full-time employees 4 Hours

Part-time employees Accrue sick leave at a rate directly proportionate to the percent of time employed (FTE)

REASON: To administer the accrual and appropriate use of sick leave.

DEFINITIONS

“Illness/Injury” means any physical or mental impairment of health, including such an impairment proximately resulting from pregnancy, which does not allow an employee to fully and properly perform the duties of the employee’s position. When an employee’s illness/injury may be covered by the Americans with Disabilities Act, the provisions of Public Law 101- 336 shall apply.

“Employee’s Immediate Family” is defined as spouse, children (including foster or stepchildren), parents (including stepparents), brother and sister (including stepbrother and stepsister), grandparents, and grandchildren.

ARTICLE 18 TEMPORARY OR PERMANENT LATERAL REASSIGNMENT

STATEMENT: Management has the right to determine the allocation of staffing resources based on operational needs through the use of temporary and permanent change in lateral reassignments. Whenever possible, an employee will be given a fourteen (14) calendar days’ notice, unless in the case of unforeseen circumstances, prior to the effect of the change in assignment.

REASON: To provide a means for management to address operational needs.

DEFINITIONS: A “lateral reassignment” is defined as a lateral move from one job to another in the same or similar classification having the same degree of responsibility and the same salary range, regardless of campus location and shift. Voluntary lateral reassignments may provide employees with opportunities to develop and diversify their skills, obtain a location or position that they prefer and meet other needs.

ARTICLE 19 VACATION

STATEMENT: Employees shall accrue vacation leave in accordance with the table included in this policy. Vacation leave earned during any pay period shall be credited to the employee on the last day of that pay period. During leaves of absence with pay, an employee shall continue to earn vacation leave credits.

An employee may carry over vacation leave from year to year up to the maximum amount reflected in the table. An employee cannot be paid for or accrue vacation leave in excess of the maximum vacation accrual rate.

Vacation leave must be approved by the supervisor prior to the employee taking the time off from work. The University’s operational needs shall be the basis for approving leave.

Vacation leave should be used to schedule sufficient time off for relaxation to promote good physical and mental health; however, earned vacation leave may be used for any other purpose.

Regular part-time employees shall earn vacation leave in proportion to the hours paid during the pay period.

Once vacation leave has started, illness or injury that occurs during this time may not be transferred to sick leave unless the employee is hospitalized. Medical certification must be provided to support the leave transfer.

After one (1) year of continuous employment, an employee who separates from the University shall be paid for all unused vacation leave not to exceed the maximum accrual amount.

Non-Exempt Personnel

Length of Service with University	Hours Accrued Per Pay Period	Maximum Accrual and Payout Hours
Less than 5 years	5 hours	
More than 5 years but less than 10 years	6 hours	
More than 10 years	7 hours	
		250

Exempt Personnel

Length of Service with University	Hours Accrued Per Pay Period	Maximum Accrual and Payout Hours
N/A	7	352

REASON: To administer a uniform procedure of accruing and utilizing vacation leave.

**ARTICLE 20
JURY DUTY AND COURT APPEARANCES**

STATEMENT: An employee summoned as a member of a jury panel shall be granted leave with pay and any jury or witness fees shall be retained by the employee. Leave granted hereunder shall not affect the employee's accrued leave.

An employee subpoenaed to represent the University shall have such duty considered a part of the employee's job assignment. The employee shall be paid travel expenses and incidentals. The employee shall give the University any fees received.

An employee is not paid for time off work because they were subpoenaed to appear in court for criminal or civil cases being heard in connection with the employee's personal matters, including but not limited to, appearing in traffic court, divorce proceedings, custody hearings, appearing as directed with a juvenile, etc., or service as a paid expert witness. The time off may be charged to accrued compensatory time (if applicable), vacation leave, or, if the employee does not have accrued vacation or compensatory time, leave without pay.

If an employee is subpoenaed to appear as a witness in a job-related court case, not during the employee's regularly assigned shift, the employee shall have the option to either accept the witness fee or be granted a minimum of three (3) hours which shall be counted as hours worked. The three-hour minimum shall be paid

if a court appearance is scheduled to start more than sixty (60) minutes before or after the employee's regularly assigned shift. In order to be eligible for the three-hour minimum, the employee must appear in person in court or the Student Conduct hearing, whichever is the case. If an employee only appears in court or at the Student Conduct hearing by telephone, skype, or through similar electronic medium, he/she will only be eligible for a one-hour minimum and will receive hour-for-hour overtime pay if the appearance exceeds one-hour. This provision also applies when the employee is requested to serve as a witness in the University Student Conduct process.

REASON: To administer a policy regarding jury duty, subpoena for court appearances, and serve as a witness in the University Student Conduct process.

ARTICLE 21 MANAGEMENT RIGHTS

21.1 Each of the rights described below shall be vested exclusively in the University, subject only to such restrictions governing the exercise of these rights as are expressly and specifically provided in this Agreement, University regulations, policies, and Department SOPs.

21.2 The management of the Department personnel and the direction of its work force, including but not limited to the exclusive right: to determine whether all or any part of the operations covered by this Agreement shall commence, cease, continue, reduce or increase; to remove the operation or any part thereof to any location; to establish new jobs; to abolish or change existing jobs and to increase or decrease the number of jobs or employees; to change materials, processes, products, service, equipment, work schedules and methods of operation to introduce new materials, equipment, services or facilities; to assign work to be performed; to assign or reassign employees to shifts, increase or abolish shifts and rotate shifts; to require employees to work overtime; to establish and change hiring procedures; to set the work schedules; to transfer employees from job to job, shift to shift or campus to campus either on a permanent or temporary basis; to evaluate and direct the work of the employees covered by this Agreement; to maintain, enforce, rescind or change University or Department policies, procedures, rules, orders, practices, and directives not inconsistent with this Agreement or covering mandatory subjects of bargaining; to establish or change operational standards; to determine the services to be provided by University and by law enforcement personnel; to lay off employees as provided in Article 5 of this Agreement; to establish requirements for employment; to promote and demote employees; and to have complete authority to exercise those rights and powers incidental thereto, including the right to alter or vary past practices not involving subjects of bargaining as University may determine to be necessary for the orderly and efficient operation of the Department as specified in this Agreement. University's failure to exercise any right hereby reserved to it or its exercising any right in a particular way shall not be deemed a waiver of its right to exercise such right, nor

preclude University from exercising the same right in some other way not in conflict with the express provisions of this Agreement.

21.3 If a civil emergency is declared by the Governor or by a political subdivision of the State, the provisions of this Agreement may be suspended by University during the time of the declared emergency, provided that the wage rates and monetary fringe benefits shall not be suspended.

21.4 The Union agrees that its members shall comply with all University regulations, policies and Department SOPs, including those relating to conduct and work performance.

21.5 The parties also recognize that pursuant to the Management Rights clause of this Agreement, University has the right to amend and modify its rules, policies, and procedures and to implement reasonable rules, policies and procedures except as expressly provided in this Agreement or involving a mandatory subject of bargaining.

ARTICLE 22 TOTALITY OF AGREEMENT

22.1 The University and the PBA LTS acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to present proposals with respect to any and all matters lawfully subject to collective bargaining, and that all of the understandings and agreements arrived at by the University and the PBA LTS thereby are set forth in this Agreement between the parties for its duration.

22.2 The University and the PBA LTS, during the term of this Agreement, voluntarily and unqualifiedly waive the right, and agree that the other shall not be obligated, to bargain collectively with respect to any subject or matter whether or not referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement.

22.3 Modifications. Nothing herein shall preclude University or the PBA LTS from mutually agreeing to alter, amend, supplement, delete, enlarge, or modify any of the provisions of this Agreement in writing.

ARTICLE 23 SAVINGS CLAUSE

If any provision of this Agreement should be rendered or declared invalid, unlawful, or not enforceable by any court action or by reason of any existing or subsequently enacted legislation; or if the appropriate governmental body having amendatory power to change a law, rule, or regulation which is in conflict with a provision of this Agreement, fails to enact or adopt an enabling amendment to make the provision effective, in accordance with Section 447.309(3), Florida Statutes; then such provision shall not be applicable, performed, or enforced, but the remaining parts or portions of this Agreement shall remain in full force and effect for the term of this Agreement.

ARTICLE 24 COMPLIANCE WITH REGULATIONS, POLICIES, OR DEPARTMENT SOPs

24.1 The PBA LTS will be advised in writing of any changes in the University regulations, policies, or Department SOPs impacting terms and conditions of employment within twenty-one (21) calendar days prior to formal adoption.

24.2 The members of the bargaining unit are subject to the following University-wide policies, which may be amended from time to time, subject to applicable law.

FIU Regulations

FIU-105 Sexual Misconduct (Title IX)

FIU-104 Nondiscrimination, Harassment and Retaliation (Title VII)

FIU-110 Demonstrations Expressive Activities in Outdoor Areas on Campus

FIU-111 Camping

FIU-112 Use of University Facilities

FIU-113 Smoke & Tobacco-Free Campus

FIU-115 Skateboarding, Skates, Scooter, Ripstiks, Hoverboards and Other Similar Devices and High Risk Activities on University Property

FIU-2505 Alcoholic Beverages

Access Control For University Buildings and Facilities 520.020 - <https://policies.fiu.edu/files/816.pdf>

Access to Official Personnel Records - <http://policies.fiu.edu/files/57.pdf>

Acquisition, Assignment & Use of University Vehicles - <http://policies.fiu.edu/files/569.pdf>

Alcoholic Beverages and Illegal Drug Possession 185.001 - <https://policies.fiu.edu/files/825.pdf>

Alternative Work Site - <http://policies.fiu.edu/files/19.pdf>

Animals in the Workplace - <http://policies.fiu.edu/files/20.pdf>

Anonymous Complaints - <http://policies.fiu.edu/files/23.pdf>
Applications Software Resources Purchasing, Licensing & Use-Approval of Perquisites - <http://policies.fiu.edu/files/26.pdf>
Approval of Perquisites - <http://policies.fiu.edu/files/26.pdf>
Automated External Defibrillator (AED) policy
Business Related Travel - <http://policies.fiu.edu/files/54.pdf>
Campus Law Enforcement Authority 185.002 - <https://policies.fiu.edu/files/818.pdf>
Cash Control Policy - <http://policies.fiu.edu/files/576.pdf>
Catastrophic Pool - <http://policies.fiu.edu/files/21.pdf>
Children in the Workplace - <http://policies.fiu.edu/files/42.pdf> Confidentiality Agreements - <http://policies.fiu.edu/files/40.pdf>
Conflict of Interest - <http://policies.fiu.edu/files/106.pdf>
Crime Prevention Programs for Students and Employees 185.000 - <https://policies.fiu.edu/files/820.pdf>
Confidentiality Agreements - <http://policies.fiu.edu/files/40.pdf>
Digital Millennium Copyright Act policy - <http://policies.fiu.edu/files/545.pdf>
Domestic Violence leave - <http://policies.fiu.edu/files/708.pdf>
Dress Code - <http://policies.fiu.edu/files/36.pdf>
Employee Wellness Program 1705.016 - <https://policies.fiu.edu/files/817.pdf>
Dual Employment and Compensation - <http://policies.fiu.edu/files/35.pdf>
Environmental Management Policy - http://policies.fiu.edu/record_profile.php?id=349
Ethics in Purchasing & Gifts - <http://policies.fiu.edu/files/598.pdf>
Exit Reviews - <http://policies.fiu.edu/files/46.pdf>
Extra State Compensation from Sponsored Projects for FIU personnel - <http://policies.fiu.edu/files/366.pdf>
Firearms and Dangerous Weapons - <http://policies.fiu.edu/files/32.pdf>
FIU Records - <http://policies.fiu.edu/files/732.pdf>
Flexible Work Schedule (Flextime) - <http://policies.fiu.edu/files/24.pdf>
FMLA, Parental, and Medical Leave - <http://policies.fiu.edu/files/28.pdf>
Fraud Prevention & Mitigation policy - <http://policies.fiu.edu/files/712.pdf>
Gift Policy 140.131 - <https://policies.fiu.edu/files/856.pdf>
Gramm-Leach-Bliley Act: Safeguards to Protect Confidential Financial Information Preventing Identity Theft on Covered Accounts Offered or Maintained by Florida International University - <http://policies.fiu.edu/files/594.pdf>
Health Insurance Portability and Accountability Act Compliance – <http://policies.fiu.edu/files/599.pdf>
HIPAA: Sanctions for Unauthorized Uses or Disclosures of Protected Health Information - <http://policies.fiu.edu/files/601.pdf>
HIPAA: Business Associates - <http://policies.fiu.edu/files/602.pdf>
HIPAA PRIVACY: Use of Protected Health Information for Purposes of Treatment, Payment and health Care Operations - <http://policies.fiu.edu/files/603.pdf>
HIPAA PRIVACY AND SECURITY: Required Education of Covered Workforce – <http://policies.fiu.edu/files/604.pdf>
HIPAA PRIVACY: Obtaining Individual Authorization for Use and Disclosure of Protected Health Information - <http://policies.fiu.edu/files/606.pdf>
HIPAA PRIVACY: Use and Disclosure of Protected Health Information for Marketing Purpose - <http://policies.fiu.edu/files/608.pdf>
HIPAA PRIVACY: Using and Disclosing Protected Health Information for Fundraising Purposes - <http://policies.fiu.edu/files/609.pdf>
HIPAA SECURITY: Access Controls to Systems Containing Electronic Protected Health Information - <http://policies.fiu.edu/files/611.pdf>

HIPPA SECURITY: Access to Facilities Housing Electronic Protected Health Information - <http://policies.fiu.edu/files/612.pdf>

HIPPA SECURITY: Authentication and Audit Controls for Electronic Protected Health Information - <http://policies.fiu.edu/files/613.pdf>

HIPAA SECURITY: Duty to Report Security Incidents Involving Protected Health Information - <http://policies.fiu.edu/files/614.pdf>

HIPPA SECURITY: Information Access Management for Electronic Protected Health Information - <http://policies.fiu.edu/files/615.pdf>

HIPPA SECURITY: Inventory of Hardware and Software Containing Electronic Protected Health Information - <http://policies.fiu.edu/files/616.pdf>

HIPPA SECURITY: Responsibility for Conducting Risk Assessments with Regards to Electronic Protected Health Information - <http://policies.fiu.edu/files/618.pdf>

HIPPA SECURITY: Use and Security of Workstations with Access to Electronic Protected Health Information - <http://policies.fiu.edu/files/620.pdf>

HIPPA SECURITY: Workforce Security Regarding Protected Health Information - <http://policies.fiu.edu/files/621.pdf>

Incident Breach Reporting Policy 1930.021 - <https://policies.fiu.edu/files/862.pdf>

Information Technology Security - <http://policies.fiu.edu/files/96.pdf>

Leave Pending Investigation - http://policies.fiu.edu/record_profile.php?id=85

<http://policies.fiu.edu/files/96.pdf>

International Travel Policy for Employee and Student 320.099 - <https://policies.fiu.edu/files/860.pdf>

Leave Pending Investigation - <http://policies.fiu.edu/files/85.pdf>

Mandatory Reporting of Child Abuse, Abandonment & Neglect - <http://policies.fiu.edu/files/785.pdf>

Media Policy - <http://policies.fiu.edu/files/570.pdf>

Military Leave - <http://policies.fiu.edu/files/82.pdf>

Nepotism - <http://policies.fiu.edu/files/61.pdf>

On Call Pay - http://policies.fiu.edu/record_profile.php?id=59

Performance Excellence Process - <http://policies.fiu.edu/files/593.pdf>

Personal Leave of Absence Without Pay - <http://policies.fiu.edu/files/78.pdf>

Political Activity - <http://policies.fiu.edu/files/108.pdf>

Political Participation - <http://policies.fiu.edu/files/77.pdf>

Pre-Employment Requirements - <http://policies.fiu.edu/files/76.pdf>

Professional Development Leave - <http://policies.fiu.edu/files/75.pdf>

Recruitment & Selection - <http://policies.fiu.edu/files/584.pdf>

<http://policies.fiu.edu/files/584.pdf>

Security and Access Policy 185.004 - <https://policies.fiu.edu/files/822.pdf>

<https://policies.fiu.edu/files/823.pdf>

Security Awareness and Programs for Students and Employees 185.005 - Separations of Employment - http://policies.fiu.edu/record_profile.php?id=71

Service and Emotional Support Animals on Campus 2509.002 - <https://policies.fiu.edu/files/834.pdf>

Severe Weather/Emergency Closing - <http://policies.fiu.edu/files/325.pdf>

Sex Offenders on Campus 185.006 - <https://policies.fiu.edu/files/824.pdf>

Sick Leave Pool - <http://policies.fiu.edu/files/68.pdf>

Solicitation, Distribution and Posting - <http://policies.fiu.edu/files/67.pdf>

Trademark Policy - <http://policies.fiu.edu/files/571.pdf>

Travel: University Travel Expense Policy - <http://policies.fiu.edu/files/548.pdf>

Tuition Waiver Program - <http://policies.fiu.edu/files/64.pdf>

University Golf Cart & Motorized Carts Safety policy - <http://policies.fiu.edu/files/781.pdf>

University Wireless Network Infrastructure - <http://policies.fiu.edu/files/590.pdf>

Workplace Violence - <http://policies.fiu.edu/files/709.pdf>

Works & Copyrightable materials - <http://policies.fiu.edu/files/463.pdf>

24.3 The University may not amend its current regulations, policies, or Department SOPS applicable to the members of the bargaining unit if such a change would conflict with a term of this Agreement or involves a mandatory subject of bargaining. In the event a change of a regulation, policies, or Department SOP does not conflict with a provision of this Agreement or involves a mandatory subject of bargaining, and constitutes an otherwise change in terms or conditions of employment, the University shall notify the PBA LTS as specified in this Agreement who may then request impact bargaining.

24.4 Any claim by an employee concerning the application and/or a dispute regarding a University regulations, policies, or the Department SOPs shall not be subject to the Grievance and Arbitration Procedure of this Agreement, but shall be subject to the method of review prescribed by the Neutral, Internal Resolution of Policy Disputes or the Expedited Dispute Resolution Procedure for Title IX/VAWA, as applicable.

ARTICLE 25

POLICIES SPECIFICALLY APPLICABLE TO THE FIU/BOT PBA LTS LIEUTENANTS BARGAINING UNIT

25.1 The parties agree that the Article on Grievance and Arbitration Procedure is not applicable to a dispute pertaining to any policy contained within this Article. Rather, the Neutral, Internal Resolution of Policy Disputes or the Expedited Dispute Resolution Procedure for Title IX/VAWA (as applicable) shall apply to and govern such disputes.

DISCIPLINARY ACTIONS

Purpose: To establish a policy and provide guidelines for the application of disciplinary actions for University employees.

Definitions:

Oral Counseling – defined as a discussion between the supervisor and the employee where the employee is advised and cautioned about unsatisfactory work performance and/or misconduct. Oral counseling may be documented; it does not constitute discipline.

Written Reprimands – defined as written documentation to the employee from the supervisor where the employee is advised and cautioned about his/her unsatisfactory work performance and/or misconduct.

Severe Disciplinary Actions - defined as suspensions, involuntary demotions and involuntary terminations.

Suspension - occurs when an employee is taken off duty for a day or more without pay. **Involuntary Demotion** - occurs when an employee is involuntarily subjected to a reduction-in-pay and higher functioning duties are permanently removed resulting in the employee be placed into a lower level position.

Involuntary Termination – when the University involuntarily ends a bargaining unit member's employment.

Policy: Disciplinary actions administered to permanent status employees may be taken only for just cause. An employee who has not attained permanent status is considered a probationary employee and cannot use the Neutral Internal Resolution of Disputes policies or any other University policy to challenge any disciplinary action. The University is committed to the theory of progressive discipline. Based on the severity and the frequency of the offense or occurrence, disciplinary actions may take the form of written reprimands, demotions, suspensions, and termination. Based on the severity of the offense, the University reserves the right to impose discipline at any level, including immediate termination.

Process for Oral Counseling:

If the Chief of the FIUPD or his/her designee determines that an employee will receive an Oral Counseling as a result of his/her actions, there will be no Pre-Disciplinary Review (PDR). The matter will be handled solely by FIUPD. Oral Counseling is not considered discipline and is used to guide an employee on how to improve his/her behavior or performance through recommendations and/or advice. Oral Counseling is not subject to review by the Neutral, Internal Resolution of Disputes policy or any other review mechanism.

In the event that the Oral Counseling has been documented in writing, this document will be maintained in the employee's personnel file kept in FIUPD for a period of two (2) years. If the employee has been without discipline during the two (2) year period, the record of Oral Counseling will be marked "no longer in effect" and shall not be used by the University in any manner, including but not limited to, progressive discipline, promotions, transfers, or as evidence in a case of subsequent discipline case. The intent of this subsection shall be that the record of Oral Counseling shall be effectively destroyed while abiding by the Florida Public Records laws precluding actual destruction. The two-year period shall run from the date of the issuance of the Oral Counseling. In the event that the employee incurs discipline during that two (2) year period, the Oral Counseling will be considered in determining the appropriate progressive discipline. Records will be retained pursuant to the Florida Department of State Library and Information Services Records Retention schedule (Retention Schedule) which may be amended from time to time. The employee may request that his/her record regarding Oral Counseling be removed from his/her file as allowed by the Retention Schedule.

Process for Written Reprimand:

The Chief of FIUPD or his/her designee will follow the same process used for oral counseling when issuing a written reprimand. The exceptions are that the reprimand will be in writing, is considered part of the progressive disciplinary process, and will be maintained in the employee's official personnel file. Written Reprimand is only subject to Step 1 of the Neutral, Internal Resolution of Disputes policy.

Process for Severe Disciplinary Actions:

If the FIUPD determines that an employee should receive some form of severe discipline, the FIUPD will conduct a Pre-Disciplinary Review (PDR) with Employee and Labor Relations Department (ELR).

When the Department and ELR have determined that an employee should receive a form of severe discipline, the affected employee will be presented with a memorandum outlining the events that support the discipline and a description of the discipline that will be imposed. The employee will be provided with all of the evidence for which a disciplinary recommendation is based a reasonable amount of time prior to the meeting. If the employee chooses to have a representative present,

he/she may attend along with the employee and the employee's immediate supervisor. During the PDR, the FIUPD will present the results of any completed internal investigation, if any. A final decision will be reached in consultation with ELR.

The Neutral, Internal Resolution of Policy Disputes process is the only review process for discipline based on a violation of any University regulations, policy, or Department SOP.

Disciplinary Records. If an employee has received a written reprimand, suspension, and/or demotion, the documentation of this discipline will be maintained in the employee's official personnel file for a period of two (2) years. If the employee has been without discipline during this two (2) year period, the disciplinary record will be marked "no longer in effect" and shall not be used by the University in any manner, including but not limited to, progressive discipline, promotions, transfers, or as evidence in a case of subsequent discipline case. The intent of this subsection shall be that the disciplinary record shall be effectively destroyed while abiding by the Florida Public Records laws precluding actual destruction. The two (2) year period shall run from the date of the issuance of the disciplinary record. In the event that the employee incurs discipline during that two (2) year period, the prior disciplinary record will be considered in determining the appropriate progressive discipline. Records will be retained pursuant to the Florida Department of State Library and Information Services Records Retention schedule (Retention Schedule) which may be amended from time to time. The employee may request that his/her record regarding discipline be removed from his/her file as allowed by the Retention Schedule after the expiration of the two-year period described in this section.

COMPRESSED WORK SCHEDULE

Purpose: To promote alternative work schedules for employees consistent with the University's efforts toward work/life balance.

Policy: A compressed workweek is one in which employees work their assigned number of hours but in fewer than 5 days in one week or fewer than 10 days in one pay period.

Compressed work schedules may be granted in situations where operational necessity job and business related needs can continue to be met even under a compressed schedule.

All full-time employees must work a 40-hour week (or 80-hours each pay period). Eligible employees must obtain permission from their respective supervisor and final approval from Human Resources. Operational requirements must be met.

Service to the customer must be maintained or improved. Costs to the university will not be increased.

Each office or operation must be covered during normal or core business hours:

Compressed work schedules must not diminish the ability of the department to assign responsibility and accountability to individual employees for the provision of services and performance of their duties.

Compressed workweek schedules must be set (not varying from pay period to pay period), but may be any of the following for a two week pay period:

- Four ten-hour days each week, with a work day off each week

- Four nine-hour days and one four-hour work day off each week (one afternoon or morning off each week)

All requests must be in writing.

Exempt employees, by definition, will continue to receive the same salary from week to week regardless of the schedule worked.

The pre-approved compressed work schedule agreement may be terminated at any time based on operational necessity and upon notice to the employee. Decisions regarding whether to approve or terminate a compressed work schedule are not subject to any review process (e.g., the Neutral Internal Resolution of Dispute Policy).

HOLIDAYS

Purpose: To establish holidays observed by the University.

Policy: The University observes eleven (11) paid holidays a year that allow the University to close offices and discontinue operations that will not affect the academic calendar or those services necessary to the University community and to the public. The approved Holidays are:

- New Year's Day
- Martin Luther King, Jr. Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day
- Two Winter Break Days

Holidays falling on Saturday are observed the preceding Friday. Holidays falling on Sunday are observed on the following Monday.

Bargaining unit employees shall receive hour for hour holiday pay for all hours worked on a holiday. Employees shall receive holiday pay consistent with their regularly scheduled shift length for holidays falling on their regularly rescheduled day off. Any employee who is in non-pay status for the entire day before a holiday shall not be eligible to receive payment for the holiday.

Workloads, emergency conditions, or certain critical staff may be required to work on a holiday.

The University President will designate two days towards a Winter Break between the end of the fall semester and the beginning of the spring semester of each year. The two days will be designated based on University needs and schedules. Eligible employees who are required to work during the Winter Break will be granted the same number of days as those of the approved Winter Break to be taken before June 30th of that fiscal year.

OPERATING HOURS

Purpose: To establish the standard operating hours for the FIUPD.

Policy: The standard workweek shall be forty (40) hours. All Lieutenants shall work eight (8) hours for five (5) days unless on an authorized compressed work schedule.

NEUTRAL INTERNAL RESOLUTION OF DISPUTES

Purpose: To establish and maintain the sole process for resolving disputes concerning BOT-PBA LTS regulations, University regulations, policies, or Department SOPs, and applicable University Policies that impact the terms and conditions of employment of the PBA LTS unit members (the Policy or Policies). The Neutral, Internal Resolution of Policy Dispute Procedure covers any discipline involving a written reprimand, suspension, involuntary demotion, or involuntary termination.

Policy:

1. Policy/Informal Resolution.

The parties agree that all problems should be resolved, whenever possible, before the filing of a complaint and encourage open communications between administrators and employees so that resort to the formal neutral, internal policy dispute resolution (the Policy Dispute Resolution Process) will not normally be necessary. The parties further encourage the informal resolution of complaints whenever possible. At each step in the Policy Dispute Resolution Process, participants are encouraged to pursue appropriate modes of conflict resolution. The purpose of this Policy is to promote a prompt and efficient procedure for the investigation and resolution of complaints relating to the Policies. The procedures set forth shall be the sole and exclusive method for resolving the complaints of employees as defined herein.

2. Resort to Other Procedures and Election of Remedy.

The commencement of legal proceedings against University in a court of law or equity, or before the Public Employee Relations Commission, for misapplication or misinterpretation of the terms of any Policy, shall be deemed an election of remedy and shall be a waiver by the party commencing the proceeding of its/their right to resort to the Policy Dispute Resolution Process and any other review mechanism including the Grievance and Arbitration Procedure, and any complaint that is or has already been filed over the same matter (i.e., the same act or omission) will be dismissed with no further obligation to consider the complaint.

Under no circumstances can an employee avail him/herself of both the Grievance and Arbitration Procedure and the Neutral Internal Resolution of Disputes Policy to resolve a dispute as each procedure is applicable to and govern different sets of facts and circumstances and is applicable, per terms of this Agreement, to different types of disputes.

3. Definitions and Forms as used in this Policy:

(a) **Complaint.** The term "complaint" shall mean a dispute concerning the interpretation or application of a specific term or provision of a Policy, subject to those exclusions appearing in the Policy. A complaint shall be filed on the applicable Complaint Form, attached to this Policy.

(b) **Complainant.** The term "complainant" shall mean an employee or group of employees who has/have filed a complaint in a dispute over a provision of a Policy that confers rights upon the employee(s). The PBA LTS may file a complaint in a dispute over a provision of a Policy that confers rights upon a group of employees or upon the PBA LTS

(c) **Complaint Forms.** The "complaint forms" constitute the Complaint (the "Step 1 form") and Notice of Demand for Internal Policy Dispute Resolution by a Panel (the "Step 2 form"). The parties

may agree to consolidate complaints of a similar nature to expedite the review process. In a consolidated complaint, one appropriate form may be attached, bearing the signatures of the complainants

(d) Days. The term "days" shall mean business days.

(e) The end of the day. The term "end of the day" shall mean 5 P.M.

4. Burden of Proof

In all complaints, except disciplinary complaints in accordance with the BOT-PBA LTS Policy on Disciplinary Actions, the burden of proof shall be on the complainant. In disciplinary complaints, the burden of proof shall be on the University.

5. Representation.

The PBA LTS may elect to represent an employee in a complaint filed hereunder, or an employee may elect self-representation or to be represented to be by another representative not from the PBA LTS. If an employee elects not to be represented by the PBA LTS and has notified the University, the University shall promptly inform (i.e., within seven (7) days) the PBA LTS in writing of the complaint. No resolution of any individually processed complaint shall be inconsistent with the terms of any applicable Policy, and for this purpose, the PBA LTS shall have the right to be present at all meetings called for the purpose of discussing such complaints among parties and shall be sent copies of all decisions at the same time as they are sent to the other parties.

6. Complaint Representatives.

The PBA LTS shall annually (i.e., on or before July 1st) furnish to the University a list of all persons authorized to act as complaint representatives and shall update the list as needed. The PBA LTS will provide the University with written notice of an amended list. The PBA LTS complaint representatives shall have the responsibility to meet all duties and responsibilities incidental to the assigned workload. Some of these activities are scheduled to be performed at particular times. Such representative shall have the right, during times outside of those hours scheduled for these activities, to investigate, consult, and prepare complaint presentations and attend complaint hearings and meetings. However, such investigations and consultations will not interfere with the normal operations of the University. Should any complaint hearings or meetings necessitate the rescheduling of assigned duties, the representative may, with the approval of the Chief of the FIUPD or his/her designee, arrange for the fulfillment of such duties. Such approval shall not be unreasonably withheld.

7. Appearances.

(a) When a complainant and/or complaint representative participates in one of the steps in the Policy Dispute Resolution Process during scheduled hours or in a meeting among the complainant, the complainant representative, complainant's counsel or PBA LTS representative and the University, the complainant and/or complaint representative's compensation shall neither be reduced nor increased for time spent in those activities.

(b) Prior to participation in any such proceedings, conferences, or meetings, the complainant and/or complaint representative shall make arrangements acceptable to the appropriate supervisor for the performance of the employee's duties. Approval of such arrangements shall not be unreasonably withheld. Time spent in such activities outside scheduled hours shall not be counted as time worked.

8. Time Limits; Date of Receipt.

(a) All time limits in this Policy may be extended by mutual agreement of the parties in writing. For the purpose of determining deadlines for actions as set forth in this Policy, the parties agree that, if said deadline falls on a weekend or University recognized holiday, the deadline for said action shall be on the following business day. Mutual agreement may be evidenced by e-mail exchanges. Upon the failure of the complainant or the PBA LTS, where appropriate, to file an appeal within the time limits provided in this Policy, the complaint shall be deemed to have been resolved at the prior step without further appeal.

(b) The date of receipt shall not be included in the count of days. Compliance with any time limit under this Policy shall be determined by the date-stamped receipt executed by the office receiving the complaint or the person receiving the decision. If there is difficulty in meeting any time limit in Step 1 or Step 2, a representative may sign such documents for the complainant, however, complainant's signature shall be provided prior to the Step 2 panel hearing.

PROCEDURES:

1. Informal Resolution Process

The parties strongly encourage the informal resolution of issues that may be complaints under this policy. The complainant may (but is not required to) attempt to resolve his/her complaint with the Chief of the FIUPD or his/her designee. Discussions will be informal for the purpose of settling differences in the simplest and most effective manner. Should the complainant wish to pursue an informal resolution of a complaint, he/she must request a meeting with the Chief or designee within five (5) days from the act or omission giving rise to the complaint or the date on which the complainant knew or should reasonably have known of such act or omission if that date is later. The Chief or designee will respond with a meeting date and time within five (5) days of the request. If the Chief or designee determines that the Department action should be changed, the Chief or designee will offer the change to the complainant. If the complainant accepts the change, the matter will be considered resolved and there will be no further review. If the Chief or designee determines that the Department action was appropriate or the complainant does not accept the modification offer, the complainant will be informed that he/she can choose to use the Step 1 review process; the Department action will be unchanged. If the complainant chooses to appeal the Department action by initiating the Step process, all parties agree that no one will mention any details about the informal resolution process at Step 1 or Step 2.

2. **Step 1.**

(a) **Filing.** If the complaint has not been satisfactorily resolved through the informal resolution process or if the complainant has chosen to not use the informal resolution process but wants to file a complaint, the complainant or the PBA LTS may file Step 1 by filing a fully executed Step 1 form (attached). The Step 1 form must be filed with the Vice President of Human Resources or designee within ten (10) days of conclusion of the informal resolution process if used or within ten (10) days from the act or omission giving rise to the complaint or the date on which the employee knew or should reasonably have known of such act or omission if the complainant did not use the informal process.

(b) **Meeting.** The Vice President for Human Resources or designee shall investigate the alleged complaint and shall, within fifteen (15) days or other mutually agreeable date following the of receipt

of the written complaint, conduct a meeting between the Vice President for Human Resources or designee, other University representatives as necessary, the complainant and/or the complainant's Union representative. Any party bringing legal counsel to the Step 1 meeting shall provide at least five (5) days' advance written notice to all other parties before the Step 1 meeting. The parties present at the Step 1 meeting shall discuss the complaint. At the Step 1 meeting, the complainant shall have the right to present any evidence in support of the complaint.

(1) Documents. In advance of the Step 1 meeting, the complainant shall have the right, upon written request to the Vice President of Human Resources or designee, to a copy of any identifiable documents relevant to the complaint.

(2) Decision. The Vice President for Human Resources or designee shall notify the complainant of a decision in writing no later than seven (7) days following the meeting. A copy of the decision shall be sent to the complainant, the complainant's representative, and the PBA LTS. Failure of the Vice President for Human Resources or designee to timely respond shall be considered a denial of the complaint and shall entitle the complainant to appeal to Step 2 except as provided otherwise in this section. If the University fails to provide a Step 1 decision within the time limits provided in this Policy due to a University-caused delay, the University shall pay all costs of the Step process should the PBA LTS elect to take the complaint to that step except as otherwise provided in this section. Only complaints involving severe discipline (as defined by the Disciplinary Actions Policy) are permitted to proceed to Step 2.

3. **Step 2**. Neutral, Internal Resolution of Policy Disputes by a Panel

(a) Filing. If the complaint has not been satisfactorily resolved at Step 1 or the Vice President of Human Resources or designee has failed to respond within the Step 1 deadlines, PBA LTS may proceed to Step 2 by filing a fully executed Step 2 form (attached). The Step 2 form must be filed with the Vice President of Human Resources or designee within seven (7) days after receipt of the Step 1 decision by the complainant, the complainant's representative, and the PBA LTS or when the decision was due in the Step 1 process. The complaint may be withdrawn by the complainant at any point prior to issuance of the Panel's decision by providing written notification to the Vice President of Human Resources or designee. In complaints alleging a violation of BOT-PBA LTS regulations, University regulations, policies, and/or Department SOPs that involve mandatory subjects of bargaining as defined by the Public Employees Relations Commission, a self-represented complainant, or a complainant represented by a non-PBA LTS representative, must obtain written approval from the PBA LTS prior to proceeding to Step 2. In these cases, the PBA LTS also has the option of taking over representation of the complaint.

(b) Selection of the Panel Members. Within seven (7) days after receipt of the Step 2 form, representatives of the University and the PBA LTS shall designate their members to the Panel using the method described below.

(1) The Vice President of Human Resources or designee shall appoint one (1) member of the Panel who shall be a University employee.

(2) The PBA LTS President or designee shall appoint one (1) member of the Panel who shall be a current or former law enforcement officer certified in the State of Florida.

(3) The third member of the Panel shall be a professional mediator or arbitrator selected off a list of seven (7) names provided by the AAA utilizing an alternate striking method with

the University striking first. The parties will strike within seven (7) days upon the last party's receipt of the list.

(c) All persons designated to be members of the Panel shall be able to serve on short notice. In addition, the University and the PBA LTS shall jointly provide all Panel members with orientation regarding the Policies including this Neutral, Internal Resolution of Policy Disputes procedure. The cost of such orientation will be shared equally by the University and the PBA LTS

(d) The third member shall serve as the Chair of the Panel. The Panel shall be governed by the Code of Professional Responsibility for Arbitrators of Labor- Management Disputes of the National Academy of Arbitrators, the American Arbitration Association, and the Federal Mediation and Conciliation Service.

(e) Authority of the Panel.

(1) Unless the parties agree in writing to the contrary, only one complaint may be submitted to the Panel at any one hearing.

(2) The Panel shall not add to, subtract from, modify, ignore, or alter the terms or provisions of any Policy, or the provisions of applicable law, rules, or regulations having the force and effect of law. The Neutral, Internal Resolution of Policy Disputes by a Panel shall be confined solely to the application and/or interpretation of Policies and the precise issue(s) submitted to it for Neutral, Internal Resolution of Disputes. In rendering its decision, the Panel shall refrain from issuing any statements of opinion or conclusions not essential to the determination of whether the act or event giving rise to the complaint violated applicable University regulation or policy.

(4) Where a University official has made a judgment involving the exercise of discretion, the Panel shall not substitute its judgment for that of the University official. Nor shall the Panel review such decision except for the purpose of determining whether the decision has violated a Policy.

(5) If the Panel determines that a Policy has been violated, the Panel shall direct the University to take appropriate action. The Panel may award back salary where the Panel determines that the employee is not receiving the appropriate salary from the University, but the Panel may not award other monetary damages or penalties. The Panel's award may be retroactive based on the equities each case may demand but in no case shall an award be retroactive to a date earlier than the date the complaint was originally filed under this Policy.

(f) Conduct of The Hearing.

The Panel shall hold the hearing in Miami-Dade County unless otherwise agreed by the parties in writing. The hearing shall commence within sixty (60) days of all Panel members' acceptance of selection, or as soon thereafter as is practicable. The parties shall stipulate to the issue(s) prior to the hearing before the Panel. If the parties are unable to stipulate to the issue(s) prior to such hearing, the Panel shall determine the issue.

The Panel shall issue the decision within thirty (30) days of the close of the hearing on the substantive issue(s) or the submission of briefs, whichever is later, unless additional time is agreed to by the parties in writing. The decision shall be in writing and shall set forth findings of fact, reasoning, and conclusions on the issues submitted. Except as expressly specified in this Policy, and except where prohibited by law, the provisions of the Florida Arbitration Code, Chapter 682, Florida Statutes, shall

not apply. Except as modified by the provisions of this Policy, Neutral, Internal Resolution of Policy Disputes by a Panel, proceedings shall be conducted in accordance with the Labor Arbitration Rules and Procedures of the AAA.

(g) Effect of Decision.

The decision or award of the Panel shall be final and binding upon the University, the PBA LTS, and the complainant provided that any party may appeal to an appropriate court of law a decision claiming that the Panel decision was rendered by a Panel acting outside of or beyond the Panel's jurisdiction pursuant to Florida law concerning the right of appeal of a similar decision rendered in an arbitration.

(i) Fees and Expenses.

All fees and expenses of the Neutral, Internal Resolution of Policy Disputes by a Panel shall be divided equally between the University and the PBA LTS unless an employee is self-represented or represented by a non-PBA LTS representative, in which case the employee and the University shall be responsible for all fees and expenses associated with the Panel. The University and the PBA LTS shall bear its respective cost of preparing and presenting its own case. If the employee is self-represented or represented by a non-PBA LTS representative, then he/she shall bear the cost of preparing and presenting his/her own case. Expenses of obtaining a hearing room, if any, shall be equally divided between the University and the PBA LTS (or the employee if he/she is self-represented or represented by a non-PBA LTS representative). . The cost of the written transcript, if requested by both parties to a complaint (the University and either the PBA LTS or employee if self-represented or represented by a non-PBA LTS representative), will be shared by both parties.

(j) The PBA LTS may abandon or settle a complaint.

(k) The PBA LTS shall have only one opportunity to amend or supplement the complaint. No complaint can be amended or supplemented after Step 1.

4. Provisions Applicability to the Policy.

(a) Filings and Notification.

All documents required or permitted to be issued or filed pursuant to this Policy may be transmitted by fax, United States mail by certified mail with return receipt requested, or any other recognized delivery service that provides documentation of delivery to the recipient, including email. An e-mail is an acceptable form of delivery unless otherwise noted in this Policy.

(b) Precedent.

No complaint informally resolved or by using the Neutral, Internal Resolution of Policy Disputes this Policy Dispute Resolution Process shall constitute a precedent for any purpose unless agreed to in writing by the University Vice President of Human Resources or designee, the complainant, complainant's representative if different from the PBA LTS, and/or PBA LTS

(c) Reprisal.

No reprisal of any kind will be made by the University or the PBA LTS against any complainant, any witness, any PBA LTS representative, or any other participant in the Neutral, Internal Resolution of Policy Disputes Policy Dispute Resolution Process by reason of such participation.

5. Expedited Dispute Resolution Procedure for An Alleged Violation of the Conflict of Interest/Outside Activity Policy.

(a) The period for informal resolution of a dispute alleging a violation of the provisions of the Policy on Conflict of Interest and Outside Activity shall be five (5) days from the date the complaint is filed. If not resolved by the Chief or his/her designee by that date or the complainant chose not to use the informal resolution process, the dispute shall be heard at Step 1 by the Vice President of Human Resources or designee no more than seven (7) days after a request for a Step 1 review has been filed. The Vice President of Human Resources or designee shall issue a Step 1 decision no more than three (3) days after the Step 1 meeting. A request for resolution by the Step 2 Panel shall be filed with the Vice President of Human Resources or designee within seven (7) days after receipt of the Step 1 decision. The Step 2 Panel shall be selected using the same process as for Step 2 but no more than seven (7) days after a request for a resolution by a Neutral Panelist is received. The Step 2 Panel will hold a hearing within seven (7) days after being selected. The Step 2 Panel shall issue a memorandum of decision within seven (7) days following the conclusion of the Step 2 hearing to be followed by a written opinion and award in accordance with the provisions of this Policy.

(b) All other provisions of this Policy shall apply to these complaints except as noted above.

PERMANENT STATUS FOR CERTIFIED LAW ENFORCEMENT PERSONNEL

Purpose: To define permanent status for employees in a certified law enforcement personnel class.

Policy: Certified law enforcement personnel earn "permanent status" in a class after successfully completing the probationary period for that class. Permanent status provides the employee with the right to appeal any severe disciplinary action while serving in the class. Until the newly hired law enforcement officer achieves permanent status, the employee serves a probationary period. If the University separates the newly hired employee during his/her probationary period, he/she is not entitled to any review of the decision under the Neutral Internal Resolution of Disputes policy or any other University policy.

The standard probationary period for all certified law enforcement personnel shall be twelve (12) months from either the date of hire or date of certification as a State of Florida Law Enforcement Officer, whichever is later, for new law enforcement personnel. The standard probationary period shall be twelve (12) months from the date of promotion for newly promoted certified law enforcement personnel. The Chief or his/her designee retains the discretion to extend any probationary period.

Prior to the expiration of the probationary period, the Chief of University Police will make a decision regarding retention of the certified law enforcement employee in a permanent status position. The failure of a certified law enforcement employee to pass or complete probation shall not be appealable to any authority; however, an employee who fails to pass a promotional probation period will be returned to their prior position with appropriate reduction in salary.

RESTRICTED LEAVE

STATEMENT

It is the policy of the Florida International University Police Department (FIUPD) to provide effective and efficient police services to the community. Safety is paramount, and the FIUPD will use all resources in the most prudent manner to accomplish its core mission of service and security. There are times or events when the effective, efficient and safe operations of the department require the restriction of leave, including but not limited to, scheduled days off. All factors will be taken into consideration when restricting leave, including but not limited to, officer safety, safety of the community, efficient and effective police operations. Restricting leave will never be used punitively and will be implemented strictly, when operational necessity demands it.

The FIUPD may restrict leave during emergencies or events that require all personnel be on-duty to provide effective and efficient police services. Restricted leave may be for the following pre-planned events or unplanned emergencies, such as but not limited to:

1. Commencement;
2. New Semester Traffic;
3. Convocation;
4. Dignitary Event;
5. Inclement Weather;
6. Catastrophic Incident;
7. Special Operations.

The Chief of Police or designee will have the discretion to restrict leave for all or specific units within the department.

Command staff will make every reasonable effort to provide employees with four (4) weeks advanced notice before restricting leave unless there is a catastrophic event. In some cases, such as a catastrophic event, leave may need to be restricted with little or no warning.

1. Leave will be honored if requested and approved prior to the restriction announcement. (Please also see FIUPD SOP 1-7, Emergency Mobilization).

Sick Time Usage

1. Personnel using sick leave during a period when leave has been restricted will be required to bring a note from a physician confirming the employee was ill and unable to come to work. The nature of the illness should not be included in the note.
2. Personnel not in compliance with the above requirement may be subject to disciplinary action, including but not limited to termination.

REASON

To establish a policy to provide Florida International University Police Department (FIUPD) personnel guidance on restricted leave.

SENIORITY

- A. Seniority shall be defined as continuous paid service within the job classification, provided, however, that any unauthorized absence for three (3) or more consecutive work days shall be considered a break in service. Seniority shall be computed from the date of appointment. In the event that an

employee who has been promoted into a higher grade is subsequently demoted and/or returns to a lower grade, the accrued seniority in the higher grade will be added to the previously earned seniority in the lower grade. Seniority shall accumulate during absence because of illness, injury, vacation, military leave or other authorized paid leave. Employees on authorized unpaid leave shall not lose previously accrued seniority, but shall not accumulate seniority during an unpaid leave.

- B. Seniority shall be a consideration regarding shift assignment, days off, and equipment assignment unless there is an operational need within the Department including, but not limited to, an emergency. Employees will be given fourteen (14) days' notice prior to any transfer resulting in a change of campus site (i.e., the Modesto Maidique Campus, the Biscayne Bay Campus), shift times, or days off. The employee may waive the notice period if he/she so desires.

In setting vacation leave schedules, seniority within the same job classification will be a consideration regarding preferences as to vacation leave dates. Employees may request vacation leave at any time. The scheduling of such leave is within the approval and at the discretion of the Chief or his/her designee. Such approval shall not be arbitrarily withheld. Requests for vacation leave will be approved or disapproved within a reasonable time. The parties recognize the necessity of controlling the number of employees on vacation at any given time and agree that FIU has the authority to maintain a workforce adequate to meet the objectives of the Chief and FIU.

- C. In the event of a vacancy in any division or unit (not a promotional vacancy), seniority will be considered.
- D. The University shall maintain a roster of employees arranged by job classification, according to seniority showing name, position class and seniority date.
- E. Shift bidding for location, shift time, and days off shall occur three (3) times a year in accordance with seniority. A proposed schedule with the allotted location, duty hours, and days off shall be posted, and bargaining unit members must submit their bid preferences within fifteen (15) calendar days thereafter whenever practicable. The University will then post the shift schedule twenty (20) calendar days prior to the shift change whenever practicable.
- F. The Chief of the University Police Department or his/her designee retains the discretion to assign an employee to any University location based on operational necessity and shall not be utilized as disciplinary action.

**ARTICLE 26
PERMANENT STATUS**

The University shall maintain its policy, Permanent Status for Certified Law Enforcement Personnel, for the duration of the Agreement.

**ARTICLE 27
DURATION OF AGREEMENT**

The term of this Agreement shall be from July 1, 2018 through June 30, 2021 and the Agreement shall be effective as of the date of ratification.

**FOR THE FLORIDA
INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES**

**FOR THE DADE COUNTY POLICE
BENEVOLENT ASSOCIATION**

Claudia Puig, Chairperson

Steadman Stahl, President

Mark B. Rosenberg, University President

Ronald Cohen, Chief Negotiator

Brendan M. Coyle, Chief Negotiator

Liz Marston, Deputy General Counsel

Luis M. Fuste, PBA Attorney

Alexander D. Casas, Chief of Police

Lt. Michael Gonzalez,
Employee Representative for FIU PBA LTS

Iris A. Elijah, Associate University Counsel

Joann Cuesta-Gomez, FIU/HR Representative

Shelly-Ann Davidson, FIU/HR Representative

Date ratified by the PBA LTS: _____

Date ratified by the Board of Trustees: _____