

Article 14
Hours of Work, Leave, and Job-Connected Disability

SECTION 1 – Work Period

- (A) The work period for employees shall be a period of fourteen (14) consecutive calendar days and the regular work schedule during that period shall consist of eighty (80) hours.
- (B) Overtime shall be calculated in accordance with the Fair Labor Standards Act. Overtime compensation shall be earned at the rate of time and one-half and paid in accordance with University regular payroll practice. The University reserves the right to credit the employee with compensatory time rather than the payment of overtime.

SECTION 2 – Shift Trades

Shift trades will be administered as outlined in the UPD General Orders.

SECTION 3 – Special Detail

An employee reporting for duty to a special event outside their regular work hours shall be guaranteed four (4) hours of pay if the event is cancelled or concluded prior to the end of the four (4) hours period. Special Detail shall be paid at time and a half.

SECTION 4 – Court Appearances

If an employee is subpoenaed to appear in court as a witness in a job-related court case, the employee will be compensated a minimum of two (2) hours

SECTION 5 – Overtime

- (A) The normal work period for each full-time employee shall be eighty (80) hours.
- (B) Time worked over an eighty (80) hour work period will be compensated at time and a half.

SECTION 6 – Shift Differential

- (A) Effective at the beginning of the full pay period, subsequent to ratification vote by the Union and approval by the Board of Trustees, a payment of shift differential, as defined below, the wage increase, if earned, will be retroactive to April 4th, 2021.
- (B) A payment of shift differential for unit members who work patrol shifts other than the regular day shift will be set to meet the needs of the university.
- (C) Patrol unit members will be paid a shift differential salary additive for the entire shift when scheduled to work an evening or night shift of \$1.00 per hour where the majority of hours fall between 6:00 p.m. and 6:00 a.m.

(D) The shift differential is included in the calculation of the employee's regular rate of pay for purposes of computing overtime pay.

(E) Employees who are assigned a shift according to the shift selection process are eligible to receive a shift differential additive. Exceptions to this section may be approved by the chief for new hires and if an assignment is made between shift selection processes for a period of at least six pay periods.

SECTION 76 – Leave and Holidays

(A) The University shall recognize the following paid holidays:

1. New Year's Day
2. Martin Luther King, Jr. Day
3. Memorial Day
4. Independence Day
5. Labor Day
6. Veteran's Day
7. Thanksgiving Day
8. Friday after Thanksgiving Day
9. Christmas Day

(B) Administrative Closure Days

Bargaining unit members are subject to University policy regarding administrative closure days as well as departmental policy concerning the application of administrative closure days (the business days designated by the University between December 25 and January 1).

(C) Personal Day

A personal day (earned each fiscal year beginning July 1) must be taken as a full day based on the number of hours in the employee's regular workday. The personal day must be taken by the employee before the close of business on June 30 each year or it will be forfeited.

(D) If a holiday falls on a scheduled workday, the employee will receive hourly compensation for the total hours worked plus special compensatory leave, hour for hour, for the number of hours the employee worked.

(E) When a holiday falls on an employee's regularly scheduled day off, the employee will be granted special compensation hours equal to the number of hours the employee normally works to be used at a later date.

(F) When an employee is normally assigned to work a holiday and the employee is granted the day off, the employee will be paid his regular pay for the day.

(G) Holiday pay shall be paid for the entire shift or assignment of work.

| SECTION ~~87~~ – Special Compensatory Leave

Bargaining unit employees will be subject to University policy concerning special compensatory leave with the exception that employees shall decide the order in which Special Compensatory Leave is used until the maximum allotted for special compensatory leave is reached or as under the discretion of the Police Chief.

| SECTION ~~98~~ – Annual, Sick, Bereavement, and Job-Related Disability Leaves

Annual, sick, bereavement, and job-related disability leave shall be governed by University policy, regulation, federal, or state law.

| SECTION ~~109~~ – Vacation Time

Full-time Officers shall receive annual leave accrual based on University policy for support personnel.

Article 16
Training Opportunities

The University and the PBA recognize the importance of training programs to develop skills in law enforcement officers and supervisors. The University will make reasonable efforts 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.

SECTION 1 – Career Development Training Incentives

(A) Upon completion of the following, Officers will be eligible for the following wage incentives effective on the first full pay period, subsequent to ratification by the Union and approval by the Board of Trustees, a one-time adjustment will be made to employees of the bargaining unit reflected in the attached addendum. The salary increases, if earned by completion of years of service and training hours, will be retroactive to April 4th, 2021:

- 1. Completing 5 years of service and 120 hours of training, Bargaining Unit Members shall receive 5 percent increase to their base pay as Senior Officer.**
- 2. Completing 10 years of service and a total of 240 hours of training and has taken one additional training class and twelve (12) months between Senior Officer and Master Officer, Bargaining Unit Members shall receive an additional 5 percent to their base pay as a Master Officer.**
- 3. Current Sergeants that would have been eligible for the Career Development Incentives as an Officer, at the time of this agreement, shall receive the incentives.**

(B) Administration

- 1. Qualified training hours are defined as training hours received by completing approved training curriculum as defined and published on the approved training list by the FGCU Chief of Police. Training curriculum may include but are not limited to the below:**
 - a. Law Enforcement Advanced/Specialized training from the Southwest Florida Public Safety Academy.**
 - b. Institute of Police Technology and Management (IPTM); or**
 - c. Special training as approved by FGCU Chief of Police**
- 2. Training Requests are applied for by submitting the Training Authorization Request form and checking the Career Development box.**
- 3. Chief of Police will approve or deny Training Requests based on budget, staff, and time out of office required at his/her discretion.**
- 4. If Training Request is denied, submission of a new Training Request is required for future Training. Denied Training Requests are not subject to the Grievance Process.**
- 5. Years of service is considered time as a sworn member of the FGCU Police Department.**

Requests for approval of the Career Development Wage Incentive must be submitted in writing as a memo to the Chief of Police and include the documentation to justify the request. Requests will be processed in a timely manner and are not subject to retroactive pay.

Article 18
Uniforms and Accessories

SECTION 1 – Uniform – Standard Issue

- (A) All employees shall receive a standard issue of uniforms and uniform accessories.
- (B) The University shall provide uniforms for its female officers in the appropriate sizes, designed and cut for females. If a female officer is required to wear a bulletproof vest, it shall be designed and fitted for a female.


SECTION 2 – Uniform and Clothing Maintenance Allowance

The University will provide employees who are furnished and required to wear a uniform, or those employees assigned to full-time plain clothes positions, a maintenance, clothing and shoe allowance in the amount of \$500 annually, unless laundry and dry-cleaning facilities are available and the service is furnished by the agency without cost to the employees.

- (A) Subsequent to ratification by the Union and approval by the Board of Trustees, a one-time payment will be made to employees of the bargaining unit for the year of 2021 only, the University will pay an additional allowance of \$800.00 for Uniform and Clothing Maintenance. This one-time allowance will be paid in the next full pay-cycle after Board of Trustee approval of the CBA. If the university's faculty and staff receive an increase in 2021, FGCU proposes to pay the difference to officers between the proposed \$800 one-time uniform allowance and any university increase faculty and staff receive in 2021 if approved by the University Board of Trustees.

IN WITNESS THEREOF, the parties have set their signatures this 8th day of June, 2021

**FOR THE FLORIDA GULF COAST
BOARD OF TRUSTEES**



Michael V. Martin, President

**FOR THE GULF COAST POLICE
BENEVOLENT ASSOCIATION**



Matt Sellers, President and Chief Negotiator



Sara Stensrud, Chief Negotiator

**For Florida Gulf Coast University
Administration Bargaining Team:**

**Joseph McDonald
Steven Moore
Anthony Rispoli
Sara Stensrud**

**For Gulf Coast Police Benevolent Association
Bargaining Team:**

**Joseph Anderson
Victor Giovanniello
William Winning
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