

**THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES
FULL BOARD MEETING**

TUESDAY, 23 DECEMBER 2008
10:00 A.M.
VIA CONFERENCE CALL

AGENDA

- | | |
|---|------------------------------|
| I. CALL TO ORDER | CHAIRMAN DAVID PARKER |
| II. CHAIRMAN'S REMARKS | DAVID PARKER |
| III. ITEM FOR BOARD REVIEW | DAVID PARKER |
| • ACTION ITEM | |
| ▫ RATIFICATION OF COLLECTIVE BARGAINING AGREEMENT
 BETWEEN THE FLORIDA INTERNATIONAL UNIVERSITY
 BOARD OF TRUSTEES AND THE AMERICAN FEDERATION
 OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
 (AFSCME) | VIVIAN SANCHEZ |
| IV. OTHER BUSINESS <i>(IF ANY)</i> | DAVID PARKER |
| V. ADJOURNMENT | DAVID PARKER |

Conference Call information:

- Please call (888) 283 - 1720 promptly at 10:00 am on Tuesday, 23 December 2008.
- If you are disconnected, please redial the conference call number.
- If you have any problems with the above, contact the BOT office at 305.348.6495

**THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES**

23 DECEMBER 2008

**SUBJECT: RATIFICATION OF COLLECTIVE BARGAINING AGREEMENT BETWEEN THE
FLORIDA INTERNATIONALS UNIVERSITY BOARD OF TRUSTEES AND THE
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
AFL-CIO – FIU CHAPTER**

PROPOSED BOARD ACTION:

Recommend Board adoption of the following Resolution:

WHEREAS, the Board of Trustees (“BOT”) is the public employer of all employees of the University and is obligated to engage in collective bargaining with employees who are represented by a union;

WHEREAS, certain employees of the University are part of a bargaining unit represented by the American Federation of State, County and Municipal Employees AFL-CIO – FIU Chapter (“AFSCME”);

WHEREAS, representatives of the BOT and the AFSCME have engaged in collective bargaining and have reached agreement on the terms of the 2008-2011 BOT-AFSCME Collective Bargaining Agreement (“Agreement”) (Attached as Exhibit A);

WHEREAS, the overwhelming majority of the bargaining unit employees represented by AFSCME voted in favor of ratification of the Agreement on November 21, 2008;

NOW, THEREFORE BE IT RESOLVED, that the Board of Trustees hereby ratifies the Collective Bargaining Agreement attached hereto as Exhibit A;

BE IT FURTHER RESOLVED, that the University Administration take all actions necessary to give effect to this Resolution.

BACKGROUND INFORMATION:

LEGAL AUTHORITY:

Resolution of the Florida Board of Governors, dated January 7, 2003. Resolution delegating and delineating powers of local boards of trustees, provides in pertinent part:

19. No rule of the Board of Governors shall be considered to in any way contravene the responsibility of each of the university board of trustees to act as the sole public employer with regard to all public employees of its universities for the purposes of collective bargaining in accordance with chapter 447, Florida Statutes.

BE IT RESOLVED that it is the intent of the Board of Governors that the university boards of trustees shall be the sole public employers with respect to all public employees of the respective state universities as provided in s. 447.203(2) and (10), F.S. for the purpose of collective bargaining, and no rule previously adopted by the Board of Governors shall contravene this intent or shall be in conflict with the boards of trustees adoption of rules in furtherance of their responsibilities as public employers.

Section 447.203, Florida Statutes (2003), Public Employee Relations Act, Definitions, states in relevant part:

(2) "Public employer" or "employer" means the state or any county, municipality, or special district or any subdivision or agency thereof which the commission determines has sufficient legal distinctiveness properly to carry out the functions of a public employer. . . *and the university board of trustees shall be deemed to be the public employer with respect to all public employees of the respective state university.* (emphasis supplied)

Explanation for Proposed Board Action:

Representatives of the BOT and the AFSCME have met in collective bargaining negotiations to discuss the terms and conditions of employment that will govern personnel who fall within the bargaining unit represented by AFSCME. The bargaining teams have reached an Agreement for a term of commencing on the date of ratification and running three years thereafter (i.e., through December 24, 2011). The Agreement is presented to the Board for ratification as required by Chapter 447, Florida Statutes.

EXHIBITS/SUPPORTING DOCUMENTS:

- EXHIBIT "A": AFSCME-BOT COLLECTIVE BARGAINING AGREEMENT
- AFSCME HUMAN RESOURCE POLICIES



AFSCME COLLECTIVE BARGAINING AGREEMENT SUMMARY

Term: 2008-2011

Date Ratified: November 21, 2008

Union Vote: 301 yes votes
41 no votes

Wages: **2008-2009:** 2% across-the-board to be paid upon ratification
0.5% merit increase (not added to the base) and to be paid on 1/31/2009

2009-2010: 1% across-the-board one year following the date of ratification
1% merit increase (not added to the base) and to be paid on 1/31/2010

2010-2011: 0% across-the-board
0% merit pay will be given

Articles: No major changes in Articles other than Wages.

Policies: Added, removed and revised policies in this contract are already in existence for FIU out of unit employees and were previously approved by Board of Trustees. The policy changes are as follows:

New Policy: Leave Pending Investigation

This new policy allows the University President or designee to place an employee on leave if there is reason to believe the employee poses a threat to the health or safety of the University community.

Revised Policy: Operational Excellence Award

Under the previous policy, the Operational Excellence Award was attached (recurring) to the employee's base salary. The policy changed to provide flexibility of providing a recurring bonus or a one-time nonrecurring bonus.

Revised Policy: Tuition Waiver Program

- Increase number of credits per semester from six to seven credits
- Family members now allowed to register for graduate level courses

Policy Removed: Moving Expenses

This policy is applicable to potential candidates only.

**The Florida International University
Board of Trustees**

and

**The American Federation of State, County and
Municipal Employees
AFL-CIO**

Collective Bargaining Agreement

2005-2008
2008-2011

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PREAMBLE

This Agreement is between the Florida International University Board of Trustees, hereinafter called the Board, and the Florida Public Employees Council 79, affiliate of the American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter called AFSCME;

WHEREAS, it is recognized by the Board and AFSCME 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 University State government 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 University State government;

WHEREAS, it is recognized by the Board and AFSCME that terms and conditions of employment of employees are contained in this Agreement and in the University employment rules, policies and procedures manual; and

WHEREAS, the above language is a statement of intent and therefore not subject to the grievance procedures as outlined in Article 4.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the Board and AFSCME do agree as follows.

ARTICLE 1 RECOGNITION

1.1 Inclusions.

A. The Board hereby recognizes AFSCME as the exclusive representative for the purposes of collective bargaining with respect to wages, hours, and terms and conditions of employment for all employees included in the Non-Professional (Operational Services and the Administrative and Clerical) (Certification No. 1463) bargaining units and Professional (Certification No. 1468), as defined in certifications issued on October 9, 2003 and March 8, 2004, respectively by the Florida Public Employees Relations Commission.

B. This Agreement includes all regularly scheduled full-time and part-time employees in classification and positions listed in Appendix A of this Agreement, except for those individuals filling full-time and part-time positions excluded pursuant to Section 1.2.

1.2 Exclusions.

This Agreement specifically excludes persons in positions designated with managerial, confidential, or temporary status, and all persons paid from Other Personal Services (OPS) funds.

1.3 Positions of Classes-Unit Designation

A. When a position is included in a bargaining unit, and the University determines that the position should be excluded from the unit due to its managerial or confidential status, the University shall notify AFSCME of such determination. AFSCME shall notify the University, in writing, within fifteen (15) days of receipt of the notice, of any comments it has regarding the bargaining unit designation or of its desire to discuss such designation. If, following such discussion, AFSCME disagrees with the bargaining unit designation of the position, it may request that the Florida Public Employees Relation Commission (PERC) resolve the disputed unit placement.

B. When the Board establishes a new position class or revises an existing classification so that its bargaining unit designation is changed, the Board shall notify AFSCME regarding the bargaining unit status of the class. AFSCME shall notify the Board, in writing, within fifteen (15) days of the notice, of any comments it has regarding the bargaining unit designation or of its desire to discuss such designation. If, following such discussion, AFSCME disagrees with the bargaining unit designation of the position class, it may request that the PERC resolve the dispute.

C. Notice to AFSCME shall be considered sufficient if provided to Regional Director of Region 5, AFSCME Council 79, and to the President of the Local Union, AFSCME, 99 NW 183 Street, Suite 224, North Miami, Florida 33169 by certified mail.

**ARTICLE 2
DEFINITIONS**

The terms used in this Agreement are defined as follows:

2.1 "administration" means Florida International University acting through its President and or representative. ~~staff~~

2.2 "AFSCME Staff Representative" means an individual employed by AFSCME and designated by AFSCME to represent employees pursuant to this Agreement.

2.3 "bargaining unit" means those employees, collectively, represented for collective bargaining purposes by AFSCME pursuant to Florida ~~PERC~~ Public Employees Relations Commission Certification No. 1463 issued in Commission Order Number 04E-035, dated February 4, 2004 and Certification Number 1468, issued in Commission Order Number 04E-070 dated March 8, 2004, wherein the Commission determined the composition of the bargaining unit at FIU.

2.4 "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 or other duly designated representative. ~~and staff.~~

2.5 "Days" means calendar days, excluding any day observed as a State holiday.

2.6 "Employee" means a member of the bargaining units described in Article 1.

2.7 "Grievance" means a dispute filed with the Supervisor ("Step 1"), using Appendix C of this Agreement concerning the interpretation or application of a specific provision of this Agreement which is subject to the Grievance Procedure. The filing or pendency of any grievance under the provisions of this Article shall in no way impeded or delay the right of the University to take the action complained of, subject, however, to the final disposition of the grievance.

2.8 "Grievant" means an employee or group of employees who has/have filed a grievance in a dispute over a provision of this Agreement which confers right upon the employee. AFSCME may file a grievance in a dispute over a provision of this Agreement that confers rights upon AFSCME.

~~2.97~~ "Management Representative" means an individual designated to hear grievances on behalf of a university.

~~2.108~~ "Position" means a position in a classification included in a bargaining unit described in Article 1.

~~2.119~~ "President of AFSCME Council 79" includes his/her duly designated representatives.

~~2.120~~ "Steward/AFSCME Employee Representative" means an employee who has been designated by AFSCME to investigate grievances and to represent grievants in grievances which have been properly filed under Article 4 of this Agreement, when AFSCME has been selected as the employee's representative.

~~2.134~~ "Supervisor" means an individual identified by the President or designee as having immediate administrative authority over bargaining unit employees.

~~2.142~~ "University", "university" or "FIU" means Florida International University, acting through the University President and/or his representative. ~~staff.~~

ARTICLE 3 AFSCME ACTIVITIES

3.1 Designation and Selection of Representatives

A. The President of Council 79 shall furnish to the University, a list of Employee Representatives who are designated to assist in processing

Grievances. 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 President of Council 79.

B. A total of ten (10) employees may be designated to serve as Employee Representatives; however, FIU will only be required to deal with one designated AFSCME representative, unless mutually agreed to otherwise.

3.2 Representative Access

A. AFSCME 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

The Vice President for Human Resources or his/her designee shall meet with AFSCME representatives to discuss matters pertinent to the implementation or administration of the Agreement or any other mutually agreeable matters. The party requesting consultation shall submit a written list of agenda items no less than one (1) week in advance of the meeting. The University and AFSCME 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.

3.4 Employee Information and Rules Provided.

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

B. The University shall provide AFSCME with the website address where it can view a copy of its personnel regulations, policies and collective bargaining agreement. A hard copy of personnel rules, policies and the collective bargaining agreement shall be maintained in the University library.

3.5 Negotiations

A. Parties and Location.

1. AFSCME 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 AFSCME at any other level.

2. Negotiations shall be held in a mutually agreed location in Miami-Dade County, Florida, unless all parties agree to another location.

B. Negotiation Committee.

1. AFSCME may designate in writing no more than eight (8) employees to serve on its Negotiation Committee and not more than three (3) employees to serve as alternates for Committee members who are unable to attend a negotiation session.

3.6 Leave for Negotiating and Other AFSCME Activities.

Employees shall have the right to request use of accrued vacation leave, in writing, for the purpose of attending AFSCME conventions, AFSCME conferences, Consultation meetings, and negotiating sessions. The use of such leave shall be governed by the same rules and regulations as any other vacation leave; provided, however, that the use of such leave shall not impede the operations or staffing of the University. When the request for vacation leave, for the purposes of attending negotiating sessions or Consultation meetings is denied, the supervisor shall provide such denial in writing. The AFSCME Leave Bank shall be maintained for the purpose of supplementing the vacation leave of the designated employee representatives who are required to attend AFSCME conventions, AFSCME conferences, Consultation meetings, and negotiating sessions. The following rules shall govern the AFSCME Leave Bank:

A. Pursuant to the Memorandum of Understanding dated September 17, 2008 each employee, who submits a signed AFSCME Leave Bank deduction form to the Vice President for Human Resources or designee, shall donate up to eight (8) hours of vacation leave to be held in escrow for the purpose of supplementing the vacation leave of designated AFSCME employee representatives who are required to attend AFSCME conventions, AFSCME conference, Consultation meetings, and negotiating sessions. Immediately upon deducting the hours of vacation leave from each bargaining unit employee who has signed and submitted an AFSCME Leave Bank deduction form to the Vice President for Human Resources or designee, the total hours escrowed shall be assigned and credited to the individual vacation leave accounts of designated AFSCME employee representatives as follows: a distribution of collective hours accrued on November 13, 2008 pursuant to a written list provided by AFSCME. A second and final distribution will occur in the pay period inclusive on February 28, 2009 pursuant to a written list provided by AFSCME.

B. Once the individual vacation leave accounts of the designated AFSCME employee representatives are credited, the supplemental vacation leave so credited shall be subject to the same rules and regulations as any other vacation leave.

C. The University shall have no responsibility or liability for the vacation leave deducted from the employee's covered hereunder and credited to the individual accounts of the designated AFSCME employee representatives. AFSCME shall indemnify the University and hold it harmless against any and all claims, demands, and liabilities which arise out of or by reasons of any action taken or not taken pursuant to the provisions of this Article.

D. The transfer and crediting of vacation leave set forth above shall again take place during the first payroll period after the above date of each remaining year of this Agreement. The same procedures, including signed AFSCME Leave Bank authorizations by bargaining unit employees, shall be utilized.

3.7 Bulletin Boards.

A. Where official bulletin boards of the University are available in the Graham Center and Wolfe University Center, the University agrees to provide space on such bulletin boards for AFSCME use in accordance with University policy.

B. The Materials posted on the boards shall be restricted only to office AFSCME matters. No material shall be posted which is derogatory to any person or organization, or which constitutes election campaign material for or against any person or organization or faction thereof, except that election material relating to AFSCME elections may be posted on such boards.

~~3.1 Designation and Selection of Representatives~~

~~A. The President of Council 79 shall furnish to the University, a list of Employee Representatives who are designated to assist in processing Grievances. 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 President of Council 79.~~

~~B. A total of ten (10) employees may be designated to serve as Employee Representatives; however, FIU will only be required to deal with one designated AFSCME representative, unless mutually agreed to otherwise.~~

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~~A. AFSCME shall have the right to use University facilities for meetings on the same basis as they are available to other University related organizations.~~

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~~The Vice President for Human Resources or his/her designee shall meet with AFSCME representatives to discuss matters pertinent to the implementation or administration of the Agreement or any other mutually agreeable matters. The party requesting consultation shall submit a written list of agenda items no less than one (1) week in advance of the meeting. The University and AFSCME 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.~~

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

~~B. The University shall provide AFSCME with the web site address where it can view a copy of its personnel regulations, policies and collective bargaining agreement. A hard copy of personnel rules, policies and the collective bargaining agreement shall be maintained in the University library.~~

~~3.5 Negotiations~~

~~A. Parties and Location.~~

- ~~1. AFSCME 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 AFSCME at any other level.~~
- ~~2. Negotiations shall be held in a mutually agreed location in Miami-Dade County, Florida, unless all parties agree to another location.~~

~~B. Negotiation Committee.~~

- ~~1. AFSCME may designate in writing no more than eight (8) employees to serve on its Negotiation Committee and not more than three (3) employees to serve as alternates for Committee members who are unable to attend a negotiation session.~~

~~3.6 Leave for Negotiating and Other AFSCME Activities.~~

~~_____ Employees shall have the right to request use of accrued vacation leave, in writing, for the purpose of attending AFSCME conventions, AFSCME conferences, Consultation meetings, and negotiating sessions. The use of such leave shall be governed by the same rules and regulations as any other vacation leave; provided, however, that the use of such leave shall not impede the operations or staffing of the University. When the request for vacation leave for the purposes of attending negotiating sessions or Consultation meetings is denied, the supervisor shall provide such denial in writing. Effective _____ [DATE OF JOINT RATIFICATION], an AFSCME Leave Bank shall be established for the purpose of supplementing the vacation leave of the designated employee representatives who are required to attend AFSCME conventions, AFSCME conferences, Consultation meetings, and negotiating sessions. The following rules shall govern the AFSCME Leave Bank:~~

~~_____ A. _____ Effective the first payroll period after _____ [DATE OF JOINT RATIFICATION] each employee, who submits a signed AFSCME Leave Bank deduction form to the Vice President for Human Resources or designee, shall donate one (1) hour of vacation leave to be held in escrow for the purpose of supplementing the vacation leave of designated AFSCME employee representatives who are required to attend AFSCME conventions, AFSCME conference, Consultation meetings, and negotiating sessions. Immediately upon deducting one (1) hour of vacation leave from each bargaining unit employee who has signed and submitted an AFSCME Leave Bank deduction form to the Vice President for Human Resources or designee, the total hours escrowed shall be assigned and credited to the individual vacation leave accounts of eight (8) designated AFSCME employee representatives as follows: each AFSCME employee representative's vacation leave account shall be assigned and credited one-eighth (1/8) of the total number of hours contributed and automatically deducted from the collective accounts of the bargaining unit employees authorizing such deductions.~~

~~_____ B. _____ Once the individual vacation leave accounts of the eight (8) designated AFSCME employee representatives are credited, the supplemental vacation leave so credited shall be subject to the same rules and regulations as any other vacation leave.~~

~~_____ C. _____ The University shall have no responsibility or liability for the vacation leave deducted from the employee's covered hereunder and credited to the individual accounts of the designated AFSCME employee representatives. AFSCME shall indemnify the University and hold it harmless against any and all claims, demands, and liabilities which arise out of or by reasons of any action taken or not taken pursuant to the provisions of this Article.~~

~~_____ D. _____ The transfer and crediting of vacation leave set forth above shall again take place during the first payroll period after _____~~

~~[ANNIVERSARY DATE OF RATIFICATION] of each remaining year of this Agreement. The same procedures, including signed AFSCME Leave Bank authorizations by bargaining unit employees, shall be utilized.~~

~~3.7 Bulletin Boards.~~

~~A. Where official bulletin boards of the University are available in the Graham Center and Wolfe University Center, the University agrees to provide space on such bulletin boards for AFSCME use in accordance with University policy.~~

~~B. The Materials posted on the boards shall be restricted only to office AFSCME matters. No material shall be posted which is derogatory to any person or organization, or which constitutes election campaign material for or against any person or organization or faction thereof, except that election material relating to AFSCME elections may be posted on such boards.~~

**ARTICLE 4
GRIEVANCE AND ARBITRATION PROCEDURE**

4.1 General Provisions.

A. FIU and AFSCME encourage informal resolution of employee complaints. To that end, employees should present such complaints for review and discussion as soon as possible to the University representative who has authority to address the complaint. Such review and discussions should be held with a view to reaching an understanding that will resolve the complaint in a manner satisfactory to the employee, without need for recourse to the formal grievance procedure prescribed by this Article. If the complaint is not resolved by such informal discussion, the employee may proceed to file a grievance consistent with the provisions of this Article.

B. "Grievance" means a dispute filed with the Supervisor ("Step 1"), using Appendix C of this Agreement concerning the interpretation or application of a specific provision of this Agreement which is subject to the Grievance Procedure. The filing or pendency of any grievance under the provisions of this Article shall in no way impede or delay the right of the University to take the action complained of, subject, however, to the final disposition of the grievance.

C. "Grievant" means an employee or group of employees who has/have filed a grievance in a dispute over a provision of this Agreement which confers rights upon the employee. AFSCME may file a grievance in a dispute over a provision of this Agreement that confers rights upon AFSCME.

D. 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. Any grievance shall be considered settled at the last level considered if the grievant fails to timely process the grievance to the next level. Compliance with any time limit under this Article shall be determined by the date-stamped receipt executed by the office receiving the grievance, or by the date of the mailing as indicated by the postmark. The "date of receipt" shall not be included in the count of days. In the event that any action (e.g. filing of a grievance, mailing of a decision) falls due on a Saturday, Sunday or holiday recognized by FIU, the action will be considered timely if it is accomplished by 5 p.m. on the following business day.

E. The commencement of legal proceedings against FIU in a court of law or equity, or before the Public Employees 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 grievance that has already been filed over the same subject will be dismissed. The filing of a grievance constitutes a waiver of any rights to judicial review of agency action pursuant to Chapter 120, Florida Statutes, or to the review of such actions under other University procedures available to address such matters. The commencement of proceedings pursuant to Section 120.57, Florida Statutes 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 grievance that has already been filed over the same subject will be dismissed. Except as otherwise specifically provided, the Grievance and Arbitration Procedure is the sole remedy for any alleged violations of this Agreement.

F. Each grievance ("Step 1"), request for review ("Step 2"), and arbitration notice ("Step 3") must be submitted in writing on the appropriate form attached to this Agreement as Appendices C, D, and E, respectively, and with all required attachments as noted on each Appendix. Appendices C and E must be signed by the grievant, AFSCME Staff, or local President. One Appendix C, D or E may be filed in a grievance with more than one grievant, provided that the respective Appendix bears the signatures of all grievants. All grievance forms shall be dated when the grievance is received. Except for the initial filing of the grievance, if there is difficulty in meeting any time limit, an AFSCME representative may sign such forms for the grievant.

G. For the purpose of determining deadlines for actions for actions as set forth in this Article, the parties agree that if said deadline falls on a weekend or University recognized Holiday, the deadline for said action shall be the following business day.

H. The University shall not retaliate against an employee for exercising his or her rights under this Article.

4.2 Procedures.

A. STEP 1: The grievant shall present in writing his/her grievance to the appropriate Supervisor within, ten (10) calendar days of the occurrence of the action giving rise to the grievance. Discussions will be informal for the purpose of settling differences in the simplest and most effective manner. The Supervisor shall communicate a decision in writing to the grievant within five (5) calendar days from the date the grievance was presented to him/her. Failure of the Supervisor to timely respond shall be considered a denial of the grievance and shall entitle the grievant to appeal to Step 2.

B. STEP 2: If the grievance is not settled at the first step, the grievant, within ten (10) calendar days of the answer in Step 1, or if no answer was received under Step 1, within ten (10) calendar days of the date the answer was due, may appeal in writing to the Vice President for Human Resources or designee. The Vice President for Human Resources or designee shall investigate the alleged grievance and, shall, within seven (7) calendar days of receipt of the written grievance, or other mutually agreeable date, conduct a meeting between the Vice President for Human Resources or designee, other FIU representatives as necessary, the grievant and the grievant's Union representative. The grievant may bring an interpreter to the Step 2 meeting at his or her own cost. In advance of the Step 2 meeting, the grievant shall have the right, upon written request, to a copy of any documents identified as relevant to the grievance. The Vice President for Human Resources or designee shall notify the aggrieved employee of a decision no later than ten (10) calendar days following the receipt of the written grievance at Step 2. 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 3.

C. STEP 3 – Arbitration.

1. If the grievance is not resolved at Step 2, AFSCME may appeal the decision to Arbitration and request that an arbitrator be selected within ten (10) calendar days after receipt of the Step 2 decision. A copy of the written request will be provided to the Vice President for Human Resources or designee and the Vice President for Human Resources or designee will be referred to as the FIU representative on the request form.

2. The University and AFSCME may, by mutual written agreement, submit related grievances for hearing before the same arbitrator.

3. Selection of Arbitrator. Within ninety (90) days after ratification of this Agreement, the Board and AFSCME shall select an Arbitration Panel. The parties hereby agree that the arbitration selection procedure will be as follows:

a. Each party will select ten arbitrators which will be used to comprise a list of twenty potential arbitrators for a striking procedure to reach a final panel of five.

b. The parties will alternately strike arbitrators until a panel of five arbitrators remain and AFSCME will strike first.

c. Arbitrators will be assigned pending grievances based on a rotational basis, sequence to be determined by alphabetical order.

d. In the event two or more of the final panel of five arbitrators are unable to perform their duties, then each party will select five replacement arbitrators to comprise a list of ten potential arbitrators wherein the striking procedure described above in sub-paragraphs 1 and 2 will be utilized to select the required number of replacements, with FIU striking first.

e. Once the replacement arbitrators have been selected, their names will be ranked in accordance with the procedure utilized in sub-paragraph 3 for future assignments.

4. Arbitration hearings shall be held at times and locations agreed to by the Board and AFSCME, taking into consideration the availability of evidence, location of witnesses, existence of appropriate facilities, and other relevant factors.

5. The arbitrator shall be without power or authority to make any decisions:

a. Contrary to or inconsistent with, adding to, subtracting from, or modifying, altering, or ignoring in any way the terms of this Agreement or the provisions of applicable law or rules or regulations having the force and effect of law; or

b. Which limit or interfere in any way with the powers, duties, and responsibilities of the FIU under applicable law, rules, and regulations having the force and effect of law.

c. Retroactivity. An arbitrator's award may or may not 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 days prior to the date the grievance was originally filed in accordance with this Article.

d. Which have the effect of restricting the discretion of the Vice President for Human Resources and/or his designee as otherwise granted by law, rules, or policies of the University unless such authority is modified by this Agreement; or

e. Which substitutes his/her judgment for those authorized judgments previously made by supervisors cited in the grievance.

6. Each party shall bear the expense of its own witnesses and its own representatives. The arbitrator's bill shall be equally shared by the parties. Expenses of obtaining a hearing room, if any, shall be equally divided between the parties. 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. 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.

4.3 The following general rules apply to this Article:

A. The grievant may withdraw or settle a grievance. Grievances settled under this Article shall be non-precedent setting and cannot be offered as evidence or precedent in any subsequent arbitration case unless the Union and the FIU mutually agree in writing that the grievance is precedent setting.

B. The grievant shall have only one opportunity to amend or supplement the grievance. No grievance can be amended or supplemented after Step 2.

C. The resolution of a grievance prior to Step 3 decision shall not establish a precedent binding on the University or AFSCME, and cannot be offered as evidence in any subsequent arbitration.

D. In contract interpretation (non-discipline) cases, the burden of proof is on the grievant. In such cases the preponderance of the evidence standard is applicable.

E. Only grievances based on events or occurrences which occur after the date of the execution of this Agreement can be processed under the Article. After the expiration of this Agreement, there is no duty upon FIU to arbitrate any grievance, unless the facts upon which the grievance is based occurred prior to the expiration of the Agreement.

F. The arbitrator shall have no power to establish wages or rates of pay for new jobs.

G. The arbitrator's award may include a monetary award to the grievant(s); however, the following limitations shall apply to such monetary awards:

1. The award shall not exceed the amount of pay the employee would have earned at his/her regular rate of pay and shall not include overtime, on-call, or any other speculative compensation which might have been earned;

2. The award shall not exceed the actual loss to the grievant, and shall be reduced by replacement compensation received by the employee during the period of time affected by the award; and

3. The award shall be retroactive to no earlier than 30 days prior to the date the grievance was filed in accordance with this Article.

4.4 In considering a grievance, the arbitrator shall be governed by the following provisions and limitations:

A. The arbitrator shall issue his/her decision not later than thirty (30) days from the date of the closing of the hearing or from the deadline for the submission of briefs, whichever is later.

B. The arbitrator shall have only the power to rule on grievances arising under this Agreement, as defined under Section 4.1(C) above.

C. 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 2 of this Agreement.

D. Upon request, 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 suit has terminated in the trial court.

4.5 The arbitrator's decision shall be final and binding on the Union and on all bargaining unit employees and on FIU, provided that the arbitrator's decision is not outside or beyond the scope of the arbitrator's jurisdiction and authority as set forth in this Agreement.

ARTICLE 5 LAYOFFS AND RECALL

5.1 Layoffs.

A. When circumstances permit, the University, or the Board in the case of Board employees, shall notify the local AFSCME President at least fourteen (14) working days in advance of a layoff. Employees may be laid off due to adverse financial circumstances; reallocation of resources; reorganization

of administrative structures, programs, or functions; curtailment or abolishment of one or more programs or essential functions; shortage of work.

B. The affected layoff unit may be identified at an organizational level such as division, college, school, department, area, program, or position as determined by the Vice President for Human Resources or his designee.

C. In the event of a reduction in force FIU will consider a number of relevant factors in determining selections for layoff, the public interest being of prime importance. Factors to be considered include:

1. Training, experience and position, including certifications.
2. Employee's overall performance/disciplinary record.
3. Seniority.

As between two employees, if one and two above are relatively equal, then seniority shall prevail.

D. The notice to the employee of layoff shall include the effective date of layoff, the reason for layoff, a statement of recall rights and any appeal/grievance rights, including applicable filing deadlines.

5.2 Laid off employees shall have recall rights only to positions within the layoff unit. Recall of laid off employees will be in accordance with departmental needs and relevant experience required for specific positions that will best contribute to the mission and purpose of the University and the department. Recall rights are limited to the one (1) year period following the layoff. During this period, no new employees will be hired by the layoff unit until all laid off employees are offered recall. Any employee offered recall at his/her last known address must contact the Division of Human Resources and agree to return to work, within 21 calendar days, or forfeit all recall rights.

ARTICLE 6 HEALTH AND SAFETY

6.1 Statement of Policy. The University shall make reasonable efforts to provide employees a safe and healthy working environment. The Board and AFSCME agree to work cooperatively toward reducing job-related injuries and Workers' Compensation costs by encouraging improved safety measures.

6.2 Safety Committee. The AFSCME will name one employee to serve on a University Wide Safety Committee. 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 a University requires an employee to use or wear health or safety equipment, such equipment will be provided by the University.

B. Any employee becoming 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 area, the employee shall immediately report the condition to the employees' supervisor or supervisor's designee. The University shall investigate the report and respond to the employee in a timely manner.

D. The University will not require employees to continuously perform repetitive keyboard motions at a video display terminal for an uninterrupted period in excess of two (2) consecutive hours.

E. The University shall make reasonable attempts to notify affected employees of major remodeling or major construction.

ARTICLE 7 AFSCME DEDUCTIONS

7.1 Deductions and Remittance.

A. The University will deduct AFSCME membership dues and other authorized deductions in an amount established by AFSCME and certified in writing by the President of Council 79 to the Vice President for Human Resources or designee, from employees pay for those employees who individually make such request on the deduction authorization form provided by AFSCME included as Appendix B and/or the Human Resources website under the Collective Bargaining tab. Employee transfers or promotions within these bargaining units shall not require the submission of new forms.

B. The dues and other authorized deductions shall be made on the employee's regular payroll basis and shall begin with the first full pay period following receipt of the authorization form. The dues and other authorized deductions shall be remitted by the University to the AFSCME State Office within thirty (30) days after the deductions are made, ~~or as soon thereafter as possible~~. Accompanying each remittance shall be a list of the employees from whose salaries such deductions were made and the amounts deducted. When an employee returns from an approved unpaid leave status, dues deductions shall continue if that employee had previously submitted a deductions authorization form.

C. AFSCME shall notify the Vice President for Human Resources or designee in writing of any changes in its dues at least thirty (30) days prior to the effective date of such change.

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

7.3 Termination of Deduction.

A. The University's responsibility for deducting dues and other authorized deductions shall terminate automatically upon either: (1) revocation by the employee by providing the University Human Resources Office and the Union with thirty (30) days written notice that the employee is terminating the prior checkoff authorization, (2) the termination of employment, or (3) the transfer, promotion, or demotion of the employee out of these bargaining units.

B. Should the University receive any written instructions from the bargaining unit member to stop his/her authorization to deduct dues, the University shall comply with Chapter 447, Part 2, Florida Statutes.

7.4 Indemnification. AFSCME shall indemnify, defend, and hold the Board, the State of Florida, and their 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 the Board, the State, or their officers, officials, agents, and employees in complying with this Article. AFSCME shall promptly refund to the university any funds received in accordance with this Article which are in excess of the amount of deductions which the Board has agreed to deduct, provided that such unauthorized dues deductions are reported to AFSCME Council 79 by the University within one hundred and twenty (120) days of the occurrence.

7.5 Exceptions. Except pursuant to court order, the ~~The~~ Board will not deduct any AFSCME fines, penalties, or special assessments from the pay of any employee.

ARTICLE 8 EMPLOYEE PARKING

8.1 Each bargaining unit employee with a annual base pay of \$25,000 or less shall receive a discount of twenty-five percent (25%) on the cost (exclusive of sales tax) of the annual registration fee for an annual faculty/staff decal.

8.2 The benefit provided pursuant to this Article shall be effective upon joint ratification of the agreement.

ARTICLE 9 WAGES

9.1 Salary Increases for Fiscal Year 2008-2009

(a) The Board shall provide all eligible bargaining unit employees with a general across-the-board wage increase of ~~twoone~~ percent (21%). The increase will be based upon the employee's base rate of pay and in proportion to their full-time equivalency (FTE). To be eligible, the employee must have been employed by the University before July 1, 2008, and continuously employed through the date of joint ratification. The increase shall be effective upon the date of joint ratification of the contract by the parties and will not be retroactive. If the employee's most recent performance evaluation in effect on the date of joint ratification is "Below Standards or Achieves Standards/Marginal," the employee shall not receive the increase. If an ineligible employee achieves performance standards (in accordance with their most recent annual evaluation) after the implementation of the pay action but prior to the end of the 2008-2009 Fiscal Year, the employee may receive an increase; however, such increase shall be effective on the date the employee becomes eligible, and not retroactively applied.

(b) The Board shall provide merit increases from a pool equal to one-half (1/2%) percent of the base rate of pay of the bargaining unit member. The merit pay shall be distributed in accordance with the criteria and rating of the Operational Excellence Award. Merit increases shall be effective January 31, 2009. Merit increases shall not adjust the base salary rate of the bargaining unit member. To be eligible, the employee must have been employed by the University before July 1, 2008, and continuously through the effective date of the salary action.

9.2 Salary Increases for Fiscal Year 2009-2010

(a) The Board shall provide all eligible bargaining unit employees with a general across-the-board wage increase of one percent (1%). The increase will be based upon the employee's base rate of pay and in proportion to their full-time equivalency (FTE). To be eligible, the employee must have been employed by the University before July 1, 2009, and continuously through the effective date of the salary action. The increase should be effective one year of the date of ratification of the contract. To be eligible, the employee must have been employed by the University before July 1, 2009, and continuously through the effective date of the salary action. If the employee's most recent performance evaluation in effect on the date of joint ratification is "Below Standards or Achieves Standards/Marginal," the employee shall not receive a merit increase. If an ineligible employee achieves performance standards (in accordance with their most recent annual evaluation) after the implementation of the pay action but prior to the end of the 2009-2010 Fiscal Year, the employee may receive an

increase; however, such increase shall be effective on the date the employee becomes eligible, and not retroactively applied.

(b) The Board shall provide merit increases from a pool equal to one (1/2%) percent of the base rate of pay of the bargaining unit member. The merit pay shall be distributed in accordance with the criteria and rating of the Operational Excellence Award. Merit increases shall be effective January 31, 2010. Merit increases shall not adjust the base salary rate of the bargaining unit member.

9.3 Salary Increases for Fiscal Year 2010-2011

~~(a) The Board shall not give any provide all eligible bargaining unit employees with a general across-the-board wage increase to any bargaining unit members for Fiscal Year 2010-2011, of one percent (1%). The increase will be based upon the employee's base rate of pay and in proportion to their full-time equivalency (FTE). To be eligible, the employee must have been employed by the University before July 1, 2010, and continuously through the effective date of the salary action. The increase should be effective two years of the date of ratification of the contract. If the employee's most recent performance evaluation in effect on the date of joint ratification is "Below Standards or Achieves Standards/Marginal," the employee shall not receive a merit increase. If an ineligible employee achieves performance standards (in accordance with their most recent annual evaluation) after the implementation of the pay action but prior to the end of the 2010-2011 Fiscal Year, the employee may receive an increase; however, such increase shall be effective on the date the employee becomes eligible, and not retroactively applied.~~

~~(b) The Board shall not give any provide merit increases to any from a pool equal to one (1/2) percent of the base rate of pay of the bargaining unit members for Fiscal Year 2010-2011. The merit pay shall be distributed in accordance with the criteria and rating of the Operational Excellence Award. Merit increases shall be effective December 1, 2010. Merit increases shall not adjust the base salary rate of the bargaining unit member. To be eligible, the employee must have been employed by the University before July 1, 2010, and continuously through the effective date of the salary action.~~

9.4 Effect of Any Legislative Increases

(a) Any general across-the-board wage increases provided by the 2008, 2009, or 2010 Legislature shall count toward any salary increases described in 9.1(a), 9.2(a), or 9.3(a) respectively. Any merit or performance-based increase provided by the Legislature during these periods shall count toward the pool of merit pay funds to be distributed in accordance with the provisions in 9.1(b), 9.2(b), or 9.3(b) respectively.

9.5 Contract and Grant-Funded Employees.

Employees on contracts or grants shall receive salary increases provided that such salary increases are permitted by the terms of the contract or grant and adequate funds are available for this purpose in the grant or contract.

9.6 Additional Salary Increases

Nothing contained herein shall prevent FIU from providing salary increases beyond the increases specified above. These increases may be provided for market equity considerations, including verified counteroffers and compression/inversions; increased duties and responsibilities; special achievements; litigation/settlements; and similar special situations.

~~9.1 — Salary Increases for Fiscal Year 2005-06~~

~~(a) — The Board shall provide all eligible bargaining unit employees with the salary increase appropriated by the 2005 Florida Legislature in the 2005-06 General Appropriations Act. Specifically, effective August 1, 2005 from the funds provided in Specific Appropriation 2086 by the Florida Legislature, each eligible employee shall receive a three and six-tenths percent (3.6%) competitive pay adjustment to the employee's July 31, 2005 base rate of pay. Eligible employees refers solely to those employees who are, at a minimum, meeting their required performance standards according to their most recent annual evaluation. "Achieves Standards/Proficient" is the minimum required performance standard. If an ineligible employee achieves performance standards (in accordance with their most recent annual evaluation) after the implementation of the pay adjustment but prior to the end of the 2005-06 Fiscal Year, the employee may receive an increase; however, such increase shall be effective on the date the employee becomes eligible, not retroactively.~~

~~(b) — The Board shall provide each eligible bargaining unit employee with a general across the board wage increase of four percent (4%) or a guaranteed minimum increase of \$1,000. The increase will be based on the employees' base rate of pay and in proportion to their FTE.~~

~~(c) — Additionally, eligible employees will receive a parity one-time payment as follows: Employees with salaries up to \$25,000, a lump-sum payment in the amount of \$1000; employees with salaries from \$25,000 up to and including \$35,000, a lump-sum payment in the amount of \$1250; and employees with salaries above \$35,000, a lump-sum payment in the amount of \$1,500. These lump-sum payments shall not become part of the employees' base rate of pay.~~

~~—The increase set forth in subsection (b) above shall be effective upon the date of joint ratification by the parties and will not be retroactive. To be eligible, the employee must have been employed on or before July 1, 2005 and must be continuously employed through the date of joint ratification. However, if the employee's most recent performance evaluation in effect on the date of joint~~

ratification is "Below Standards or Achieves Standards/Marginal", the employee shall not receive a general wage increase.

~~9.2 Salary Increases for Fiscal Year 2006-07~~

~~(a) Legislative Increase. The Board shall provide eligible bargaining unit employees with wage increases for the 2006-07 Fiscal Year, as appropriated by the 2006 Florida Legislature for State University System (SUS) employees in the 2006-07 General Appropriations Act. Any general across the board wage increase provided by the 2006 Legislature shall count toward the Guaranteed Minimum Increase described in paragraph (b) below. In the event that the legislative increase exceeds the Guaranteed Minimum Increase, then no further increase shall be provided to the employee. Any merit or performance-based increase provided by the 2006 Legislature shall count toward the pool of merit pay funds to be distributed in accordance with paragraph (c) below.~~

~~(b) Guaranteed Minimum Increase. The Board shall provide each eligible bargaining unit employee with a general across the board wage increase of two percent (2%) of his or her base rate of pay. For any employee who is a 1.0 FTE and whose annual salary is less than \$25,000, the amount of the across the board wage increase shall be \$750.00. All such increases shall be effective December 1, 2006 ("effective date"). To be eligible, the employee must have been employed on or before July 1, 2006 and must be continuously employed through the effective date. However, if the employee's most recent performance evaluation in effect on the effective date is "Below Standards or Achieves Standards/Marginal", the employee shall not receive a general wage increase.~~

~~(c) Merit Increase. An eligible bargaining unit employee may receive a merit pay increase to be distributed in accordance with the criteria and rating of the Operational Excellence Award.~~

~~———— (1) ——— The amount of the merit pay funds to be distributed will be equivalent to a pool of one percent (1%) of the base rate of pay of the bargaining unit. The amount of merit pay received by employees will be in accordance with the criteria and rating of the Operational Excellence Award. Merit increases shall be effective December 1, 2006 ("effective date").~~

~~(2) ——— These merit increases will be made to adjust the base salary rate of the bargaining unit member receiving the benefit.~~

~~———— (3) ——— Eligibility. To be eligible, the employee must have been employed on or before July 1, 2006. In addition, the employee must be continuously employed through the effective date.~~

~~9.3 Salary Increases for Fiscal Year 2007-08~~

~~(a) Legislative Increase. The Board shall provide eligible bargaining unit employees with wage increases for the 2007-08 Fiscal Year, as appropriated~~

~~by the 2007 Florida Legislature for State University System (SUS) employees in the 2007-08 General Appropriations Act. Any general across the board wage increase provided by the 2006 Legislature shall count toward the Guaranteed Minimum Increase described in paragraph (b) below. In the event that the legislative increase exceeds the Guaranteed Minimum Increase, then no further increase shall be provided to the employee. Any merit or performance-based increase provided by the 2006 Legislature shall count toward the pool of merit pay funds to be distributed in accordance with paragraph (c) below.~~

~~(b) — Guaranteed Minimum Increase. The Board shall provide each eligible bargaining unit employee with a general across the board wage increase of two percent (2%) of his or her base rate of pay. For any employee who is a 1.0 FTE and whose annual salary is less than \$25,000, the amount of the across the board wage increase shall be \$750.00. All such increases shall be effective December 1, 2007 ("effective date"). To be eligible, the employee must have been employed on or before July 1, 2007 and must be continuously employed through the effective date. However, if the employee's most recent performance evaluation in effect on the effective date is "Below Standards or Achieves Standards /Marginal", the employee shall not receive a general wage increase.~~

~~(c) — Merit Increase. An eligible bargaining unit employee may receive a merit pay increase to be distributed in accordance with the criteria and rating of the Operational Excellence Award.~~

~~————(1) — The amount of the merit pay funds to be distributed will be equivalent to a pool of one percent (1%) of the base rate of pay of the bargaining unit. The amount of merit pay received by employees will be in accordance with the criteria and rating of the Operational Excellence Award. Merit increases shall be effective December 1, 2007 ("effective date").~~

~~(2) — These merit increases will be made to adjust the base salary rate of the bargaining unit member receiving the benefit.~~

~~————(3) — Eligibility. To be eligible, the employee must have been employed on July 1, 2007. In addition, the employee must be continuously employed through the effective date.~~

~~9.4 — Contract and Grant-Funded Employees.~~

~~————Employees on contracts or grants shall receive salary increases provided that such salary increases are permitted by the terms of the contract or grant and adequate funds are available for this purpose in the grant or contract.~~

~~9.5 — Additional Salary Increases~~

~~Nothing contained herein shall prevent FIU from providing salary increases beyond the increases specified above. These increases may be provided for market equity considerations, including verified counteroffers and~~

~~compression/inversion; increased duties and responsibilities; special achievements; litigation/settlements; and similar special situations.~~

ARTICLE 10 PREVAILING RIGHTS

All existing pay and benefits provisions contained in University personnel policies which are not specifically provided for or modified by this Agreement or the personnel policies referenced in Section 15.1 of this Agreement or otherwise provided to AFSCME during these collective bargaining negotiations, shall be in effect during the term of this Agreement. As provided under Section 15.3, any claim by an employee concerning the application of such provisions shall not be subject to the Grievance Procedure of this Agreement, but shall be subject to the method of review prescribed by University Rule or Policy, or other appropriate administrative or judicial remedy.

ARTICLE 11 MANAGEMENT RIGHTS

It is the right of the University to determine unilaterally the purpose of the University, set standards of services to be offered to the public, and exercise control and discretion over its organizations and operations. It is the right of the University to direct its employees, and relieve its employees from duty because of lack of work or for other legitimate reasons, except as abridged or modified by the express provisions of this Agreement, provided, however, that the exercise of such rights shall not preclude an employee or the AFSCME from raising a grievance on any such decision which violates the terms and conditions of this Agreement.

ARTICLE 12 TOTALITY OF AGREEMENT

12.1 Limitation. The Board and AFSCME acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to present demands and 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 Board and AFSCME thereby are set forth in this Agreement, and that it shall constitute the entire and sole Agreement between the parties for its duration.

12.2 Obligation to Bargain. Except as otherwise provided in this Agreement, the ~~The~~ Board and AFSCME, 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.

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

**ARTICLE 13
SAVINGS CLAUSE**

If any State or Federal court with competent jurisdiction over the parties determines that any provision of this contract is in contravention of the laws or regulations of the United States or of this State, then such provision shall not be applicable, performed or enforced, but the remaining parts or portions of this contract shall remain in full force and effect for the term of this contract.

**ARTICLE 14
DURATION**

This Agreement shall be effective on the date of ratification by both parties and shall remain in full force and effect for three (3) years thereafter.

**ARTICLE 15
MAINTENANCE OF UNIVERSITY POLICIES AND RULES**

15.1 The Board shall adopt and maintain University rules or policies governing the areas of Disciplinary Actions, Change of Assignment, Method of Filling Vacancies, Personnel Records, Performance Evaluations, and Approval of Perquisites, Bereavement Leave, Business-Related Travel, Call Back Pay, Catastrophic Pool, Compressed Work Schedule, Dual Employment and Compensation, Educational Incentive Awards, Employment Offers, Flexible Work Schedule (Flextime), FMLA, Parental and Medical Leave, Holidays, Jury Duty and Court Appearances, Leadworker Pay, Living Wage Salary Adjustment, Military Leave, Moving Expenses, On-Call Pay, Operational Excellence Award (OEA), Overtime Pay and Compensatory Time, Personal Leave of Absence without Pay, Professional Development Leave, Project-Based Pay, Same-Sex Domestic Partnership Health Insurance Stipend, Shift Differential Pay, Sick Leave, Sick Leave Pool, Spot Awards, Tuition Waiver Program, Vacation Leave, Variable Compensation Plan as have been negotiated by the parties. Once adopted by the Board these University policies or rules shall remain in effect for the duration of this Agreement.

15.2 Upon ratification of a Collective Bargaining Agreement between the parties, the University will not implement a new University policy or rule changing a term or condition of employment of bargaining unit members, or an amendment to a University policy or rule changing a term or condition of employment of

bargaining unit members, unless such new or amended policies are mutually agreed to by the parties through the collective bargaining process.

15.3 This Article shall not be subject to the Agreement's Grievance and Arbitration procedure. No alleged violation of a University rules or policy may be redressed through the Agreement's Grievance and Arbitration procedure. Any claim by a bargaining unit member concerning the application of any Board or University rule or policy shall be subject to the processes defined by University rule or policy or other available administrative or judicial remedies.

**The Florida International University
Board of Trustees**

and

**The American Federation of State, County and
Municipal Employees
AFL-CIO**

Policies

20058-200118

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Access to Official Personnel Records

Purpose:

To establish what constitutes the University's official personnel records and provide means for individuals to inspect such records.

Policy:

The only official personnel records are maintained in the Division of Human Resources.

When any personnel decisions are made, information in an employee's official personnel file shall refer only to matters concerning or affecting the employee's job or related to his/her [State](#)/University employment.

Generally, University personnel records are public records and under the Sunshine Law are open for public inspection.

All requests for employee information, including both, current or former employees, must be submitted in writing to the Division of Human Resources for production. A copy of any derogatory material placed in the [employees/employee's](#) official personnel file shall be sent to the employee within 10 working days of the date it is placed in the file.

Copies of the personnel file may be furnished upon request at a cost of \$0.15 per page. However, in the event an employee files a complaint under the Internal Resolution Process Policy or a grievance under the Collective Bargaining Agreement, the employee has the right to one (1) copy of their personnel records at no cost.

Employees' social security numbers are not public records. An individual's social security number must be removed from any record inspected or released in response to a public records request.

Personal information of law enforcement personnel and their immediate family members are not considered public records and are exempt from the General State Policy on Public Records under Section 119.07, F.S.

Advertising

Purpose:

To create a systematic and consistent process by which we notify the internal/external community of the job opportunities available within the University.

Policy:

All employment advertisement shall be centrally coordinated through the Division of Human Resources (DHR)

Hiring departments must advertise in various media (i.e. JobsLink, newspapers, trade journals, industry circulars, electronic media, etc.) depending on the level of the position.

Hiring departments can elect to advertise non-required positions in the various media provided they have the budget.

Advertising can be done locally and/or nationally depending on the level of the position.

DHR provides guidance and recommendations to the hiring department to ensure consistency and compliance in advertising.

Alternative Work Site

Purpose:

To administer the use of alternative work sites consistent with the University's efforts toward work/life balance.

Policy:

To be considered for an alternative work site option, employees should complete six months of employment in the department instituting the arrangement, except when an alternative work site has been agreed upon as a condition of employment and referenced on the offer letter.

Not all employees, supervisors, or job responsibilities are suited to alternative work site options. Human Resources is the ultimate authority in approving alternative work site options and shall use discretion in determining if the job responsibilities or the employee are suited to such an arrangement before approving participation.

Supervisors must monitor performance to ensure quantity and quality of work performed does not decrease while at the alternative work site. Failure to fulfill normal work requirements may result in the termination of the alternative work site option.

Both the supervisor and employee must sign an Alternative Work Site Option Form that will clarify the conditions of the arrangement.

For non-exempt employees, any hours beyond the normal work schedule must be authorized in advance by the employee's supervisor.

Employees who are unable to work due to illness must use sick leave and must report their absence to their supervisor.

Alternative work site options shall not be used as a substitute for dependent or child care. Employees who participate in alternative work site options are expected to make dependent and child care arrangements during the period they will be working at home.

The pre-approved alternative work site agreement may be terminated based on business necessity.

Animals in the Workplace

Purpose:

To provide guidelines for the presence of animals in the workplace.

Policy:

The workplace is intended to be devoted to the efficient and effective environment conducive to the education and related services to students, parents and members of the community. The presence of animals not devoted to accomplishing these objectives is disruptive, non-hygienic, and potentially unsafe, and can prove to be a distraction to the work and lifestyles of faculty, staff, students and visitors. In addition, members of the University community may have allergies to or simply be afraid of animals.

The presence of animals in the work place may pose a safety concern putting the University at a risk of potential liability. Therefore, animals are not allowed in the work place. The sole exceptions to this policy are dogs being used by law enforcement personnel, animals being used for research purposes, or serving as guides or aides to their owners, such as seeing-eye dogs. If the animal is being used as an ADA accommodation, the Division of Human Resources must be notified in writing.

Anonymous Complaints

Purpose:

To establish a policy on the handling of anonymous complaints.

Definition:

Complaint - A complaint is an expression of dissatisfaction or concern related to a workplace situation. It does not apply to discrimination or sexual harassment as other processes are available to address such issues.

Policy:

The University attempts to deal openly, fairly and effectively with any comment or complaint of an individual, service provided, or any of its processes, and to offer an appropriate remedy to anyone who is adversely affected.

The University understands that there may be cases when an individual might want to report their concerns anonymously or with confidentiality. To the extent possible, the University will keep reports confidential. If the individual does not identify himself or herself, however, the University might not be able to respond appropriately to the individual's concern. Further, there may come a time when the University cannot proceed with the investigation without obtaining additional information from the reporting person or others. Therefore, persistent anonymous complaints will be systematically addressed to determine if the complaint(s) should be investigated.

Approval of Perquisites

Purpose:

To establish a policy relating to the approval of Perquisites for University employees.

Definition:

“Perquisites” means those things, use of, or services which carry a monetary value for which the employee benefits.

Policy:

Perquisites may be furnished to University employees in those specific instances where Human Resources determines that the furnishing of such is in the best interest of the University, and/or is justified by the requirement of the position.

Perquisites may be considered as part of the employee's total compensation; therefore, the kind and value of Perquisites shall be as uniform and practical in similar situations. The value of Perquisites shall not be used to compute the employee's rate of pay. There may be federal income tax consequences of such Perquisites in accordance with the Internal Revenue Code.

This policy does not apply to those benefits which are by law required to be bargained in good faith.

Bereavement Leave

Purpose:

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.

Definition:

Immediate Family – defined as spouse, same-sex domestic partner, children (including foster or stepchildren), parents (including stepparents), brother and sister (including stepbrother and stepsister), grandparents, and grandchildren of the employee, the spouse, or the same-sex domestic partner.

Policy:

An employee shall be granted three (3) days of leave with pay for a death in the immediate family. In addition to bereavement leave, the employee may request approval to use reasonable amounts of accumulated sick leave, vacation leave or unpaid leave in the event of a death in the family.

Business-Related Travel

Purpose:

To compensate non-exempt employees traveling on University business.

Policy:

Travel is clearly work time, and is therefore compensable, when it cuts across the employee's workday. The employee is simply substituting travel for other duties. The time is not only hours worked on regular working days during normal working hours but also during the corresponding hours on nonworking days. Thus, if an employee regularly works from 8:30 a.m. to 5:00 p.m. from Monday through Friday the travel time during these days/hours is considered work time as well as during any other days.

Time worked is always compensable, regardless of whether work is performed at the work site, while traveling on University business, or if it takes place within or outside of normal work hours.

A lunch period during which an employee is relieved of all his assigned duties is not compensable.

If an employee is required to attend a business-related function, the employee must be compensated.

If an employee requests a specific itinerary that is different from the University-recommended itinerary, only the estimated travel time associated with the University's recommended itinerary will be eligible for compensation.

An employee is only compensated during administrative work hours from the time travel begins, to the time travel ends. Any portion of the employee's normal work hours that the employee spends away from the work site that is not within travel time is not compensated. If travel time ends during the employee's normal work hours, the employee must take leave or return to work, unless prior arrangements have been made, such as flexible work hours.

Call Back Pay

Purpose:

To provide compensation to non-exempt employees who are called back to work to perform emergency and/or needed work assignments based on operational needs during off-duty hours.

Policy:

Regular and Interim non-exempt employees are entitled to call back pay when an employee is called back to the work location outside their regularly scheduled hours.

The employee shall be credited with the greater of the actual time worked, including time to and from the employee's home to the assigned work location, or two hours.

If while on-call, an employee is called back to work, said employee will be reimbursed for travel expenses and mileage at standard rates as specified in Florida Statutes. Reimbursement will be made for travel from the employee's home to the work location and vice versa.

Call back pay will be considered worked time and will be recorded as such on the time record of the employee.

When an employee is called back to work, the call back pay will be paid at the employee's regular rate of pay or at his/her overtime rate for any time over 40 hours in a work week.

Employees will not receive on-call pay for time worked.

Catastrophic Pool

Purpose:

To establish guidelines for the purpose of allowing the donation of sick leave hours from one employee to another in catastrophic circumstances that affects the employee or the employee's immediate family members. For the purpose of this policy, catastrophic is defined as any major illness or injury that does not allow the employee to return to work for an extended period of time as documented by a physician.

Definition:

Immediate Family - Spouse, same sex domestic partner, child(ren) (including foster and stepchildren), parents (including stepparents), and grandparents.

Policy:

Hours may be donated from one employee to another employee who has exhausted their leave balances including sick, vacation, and compensatory time.

Hours may be donated in increments of eight (8) and must not exceed 80 hours in 36-month period. The donating employees' remaining balance cannot fall below 80

hours. The total maximum amount of hours that an employee can receive is 480 in a 12-month period.

Children in the Workplace

Purpose:

To provide guidelines for the presence of children in the work place for other than official University activities involving children.

Policy:

Employees with dependent children are expected to make regular arrangements for proper care of their children while at work.

The University must consider issues of safety, confidentiality, disruption of operations, disruption of services, disruption to other employees, and legal liability as well as sudden emergencies, posed by the presence of children in the work place. Therefore, University employees are prohibited from bringing children on campus during working hours.

Supervisors may grant permission for a temporary, unforeseen emergency, but no parent can have a child in the workplace without the supervisor's permission or use the workplace as an alternative to childcare or for any other purpose.

If bringing a child to work with the employee is unavoidable, the employee must obtain permission from his/her supervisor to have the child accompany the employee while working. Factors the supervisor will consider are the age of the child, how long the child needs to be present, the work environment in the employee's area, and any possible disruption to the employee's and co-worker's work. When authorized, the accompanying adult must supervise the child at all times.

Supervisors may direct an employee to remove a child from the workplace. No child may be left unaccompanied by an adult in the work place, and any employee who brings a child to the work place and leaves him or her unattended in an office, room, hall, lounge, restroom, lunch area or elsewhere will be subject to discipline, up to and including dismissal.

No minor may be allowed in an area that is potentially hazardous (i.e., where hazardous equipment, human derived materials, radioactive materials, etc., are located); such prohibited areas include workshops and laboratories, areas where chemicals are stored, and plant rooms.

Children exhibiting symptoms of potentially contagious illnesses should not be brought to the workplace.

Institutional computers are University property and vital equipment, intended for use only by employees and in the course and scope of assigned duties. Computers are not to be used as a toy or entertainment for visiting children.

The University does not accept any liability for injuries to children who are on campus in violation of this policy.

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 will be granted in situations where 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)

When a paid holiday falls on an employee's regularly scheduled day off, the following may occur:

- the employee will be granted another day off during that pay period; paid leave is allocated by the hour and not the day;

- the employee may have the option of reverting back to the regular schedule during that pay period in which the holiday falls

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 business necessity.

Confidentiality Agreements

Purpose:

To prohibit the unauthorized exchange of confidential information between the employee and any other party who does not have the right to receive the information.

Policy:

Any written or oral statement containing confidential, personal information related to business, financial or medical transactions, including name, birth date, address, telephone number, social security number, personal photograph, amounts paid or charged on University charge cards is to be safeguarded.

It is the legal and ethical responsibility of all Florida International University faculty, staff employees, students, and volunteers to preserve and protect the privacy, confidentiality and security of all confidential information, written or verbal, acquired during their course of work at Florida International University. Use of confidential information for any personal gain, or offer of such information to any individuals or publications to the detriment of Florida International University during or subsequent to employment is forbidden.

Willful violation or unauthorized activities compromising the Confidentiality Agreement made between the employee and employer (Florida International University) will constitute just cause for disciplinary action up to and including termination of employment.

CONFIDENTIALITY, NONDISCLOSURE AND COMPUTER PRACTICE AGREEMENT

As an employee of Florida International University, ("FIU"), I, ("Employee"), agree to observe all the provisions of this Confidentiality, Nondisclosure, and Computer Practice Agreement ("Agreement"), as well as all other rules and policies currently in effect and which FIU may announce from time to time in accordance with applicable law. I specifically agree to the following:

I recognize that my position with FIU requires considerable responsibility and trust, and, in reliance on my loyalty, FIU has entrusted me with information that may be confidential, highly sensitive, restricted, or proprietary trade secret information, including, but not limited to, information relating to present, past, or anticipated future research. I agree to keep said information confidential.

I agree not to use or disclose any information entrusted to me by virtue of my employment with FIU, either during or after my employment with FIU, except during my employment as required to perform my duties for FIU, or as may be required by law. I understand that as a result of my employment at FIU I may be exposed to information regarding personnel matters for which there is an expectation of privacy and confidentiality. I agree that I will maintain in absolute and complete confidentiality all information relating to personnel matters that I have obtained in the course of my employment. I understand that this policy does not prevent me from responding to any legal process or court order.

Upon the request of FIU and, in any event, upon the termination of my employment, I will return to FIU all property of FIU and all FIU documents including, but not limited to, training materials, personnel records, employee handbooks, memoranda, notes, records, manuals, or other documents pertaining to FIU's affairs.

I understand that as an employee of FIU I am responsible for the use of information acquired during the course of my duties. Use of FIU's confidential information in a manner that conflicts with my responsibilities as an employee of FIU or for my own personal gain whether during or subsequent to my employment at FIU is strictly forbidden. I am hereby advised that such willful or unauthorized activities will result in disciplinary action, up to and including termination of my employment, regardless of whether criminal or civil penalties are imposed.

I am fully aware that as a University employee, I am likely to have access to students' records. The federal law known as the **Family Educational Rights and Privacy Act (FERPA) and Section 1002.22 of the Florida Statutes**, prohibit the University from disclosing students' "educational records" without the student's consent or a properly served and issued subpoena. Generally, any information which relates to a student's attendance at FIU is an educational record including, but not limited to, grades, transcripts, medical information, scholarship and financial reports, and the like. Further, such information may not be disclosed to the student's parent unless the student is dependent of the parents as defined by federal law. I am aware that I must seek

advice before releasing any information about any FIU student to anyone other than the student. I should refer inquiries about student record to the Registrar's Office or the Office of the General Counsel.

I further understand that in the course of my employment, I am likely to use the University's computing system and I may have access to information or systems that are highly sensitive. I understand that any unauthorized, deliberate action which damages or disrupts a computing system, alters its normal performance, or causes it to malfunction is a violation of the University's Code of Computer Practice, regardless of system location or time duration. Accordingly, the willful introduction of computer "viruses," "worms," "denial of service" (DOS) routines, or other disruptive/destructive programs into the University computing environment, via external networks to which the University is connected, is expressly prohibited. The use of any University computing or telecommunications device to gain unauthorized access to a non-University computing system is also prohibited, whatever the intent of such access may be. Further, I am aware that I am prohibited from using the University computer accounts in association with any non-University commercial or private purpose or enterprise. This includes, but is not limited to, advertising a product or service on personal Web pages, fund-raising or advertising on behalf of unsanctioned non-University organizations, publicizing of unsanctioned non-University activities, the reselling of University resources except as expressly authorized by the University, and the unauthorized use of the University's name or logos.

I have read this Agreement; I understand it and I agree to abide by its terms and conditions.

Employee Signature

Date

Witness

Conflict of Interest

Purpose:

The University is required by the Florida Statutes and the University Code of Conduct to ensure that its employees follow a code of conduct which avoids any conflict of interest, or appearance of conflict of interest, between the performance of the employee's public duties and any outside personal interests.

Definitions:

Outside activity - shall mean any private practice, private consulting, additional employment, teaching or research, or other activity, whether compensated or uncompensated, which is not part of the employee's assigned duties and for which the University provides no compensation.

Conflict of interest - shall mean any conflict between the private interests of the employee and the public interests of the University, the Board of Governors, or the State of Florida, or any activity which interferes with the performance of the employee's professional or institutional responsibilities or obligations.

Policy:

Conflicts of interests, including those arising from University or outside activities are prohibited. Employees are responsible for resolving such conflicts of interest, working in conjunction with their supervisors and other University officials.

Any University employee considering outside activity/interest is required to complete the Report of Outside Activity Form prior to engaging in such activity and may not engage in such activity until the outside activity has been approved.

The Report of Outside Activity Form must be completed on an annual basis and/or when an outside activity begins or substantially changes, or has not been previously reported. Faculty employees must make this report each year even if they are not engaged in an outside activity.

The reporting provisions shall not apply to activities performed wholly during a period in which the faculty employee has no appointment with the University.

Employment at other educational institutions of higher education is generally defined as a conflict of interest. Therefore, barring special circumstances as outlined below, full-time faculty employees and administrators should not commit themselves to compensated employment at other colleges, universities or serve in any capacity on the Board of Trustees of any other colleges or universities.

Special circumstances for permitting employment at another educational institution may include:

- emergency need at another institution caused by accident or illness;

- summer teaching, if not appointed at FIU;
- a vocational instruction;
- unpaid leave of absence;
- acceptance into a faculty/administrator development program;
- approved faculty/administrator exchange with another institution;
- programs approved as part of an inter-institutional agreement;
- sabbatical leave when such employment is part of the approved sabbatical proposal;
- instruction of a course which is not offered at FIU and in a program that does not exist at FIU.

Death of an Employee

Purpose:

To administer a uniform policy for reporting the death of an employee.

Policy:

Dean, Directors and/or Department Heads must report the death of an employee to the Division of Human Resources as soon as possible, after receiving notice.

Direct Deposit

Purpose:

To outline and enforce a mandated process for the disbursement of compensation.

Policy:

As a condition of employment, all employees are required to authorize their paychecks to be electronically submitted to their financial institutions.

Failure to comply with this requirement will result in termination of employment.

Disciplinary Actions

Purpose:

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

Definitions:

Severe Disciplinary Actions – defined as suspensions, 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 a lower level position.

Involuntary Termination - occurs when an employee is permanently separated from University employment.

Policy:

The University is committed to the theory of progressive discipline and as such a PreDisciplinary Review (PDR) must be conducted in conjunction with Human Resources before severe disciplinary action is imposed. The PDR shall provide a level of review for severe disciplinary actions recommended by supervisors. Based on the severity and the frequency of the offense or occurrence, disciplinary actions may take the form of reprimands, demotions, suspensions and dismissals.

Human Resources will ensure that all pertinent information is obtained so that employee behavior which necessitates disciplinary action shall be determined by the employee's supervisor in consultation and with the approval of the Vice President for Human Resources or his/her designee.

Based on the severity of the offense, the University reserves the right to impose discipline at any level, including immediate termination.

Dress Code

Purpose:

To establish standards of appropriate attire within the workplace.

Policy:

Based on the needs of the Department, the Dean or Director will set guidelines for attire for their respective units.

Guidelines are to be endorsed by the Vice President for Human Resources or designee.

Dual Employment and Compensation

Purpose:

To administer the approval of additional University employment and compensation.

Policy:

All employees may be approved for secondary employment which constitutes dual employment provided such employment does not interfere with the regular work of the employee, and does not result in any conflict of interest between the two activities.

Approval must be requested and granted by Human Resources prior to commencement of the secondary employment.

The University is considered “the employer”, whether the secondary duties are performed for the primary department, or for another department at the University. Consequently, such employment may not be disassociated from, and all hours worked in a workweek in such jobs must be aggregated together for non-exempt employees to determine if overtime over forty hours is due.

Educational Incentive Awards

Purpose:

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

Policy:

Exempt and non-exempt employees may be granted an Educational Incentive Award upon submission of a program of study, degree and/or certification being pursued.

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.

Upon completion of program/degree/certification, employee submits written confirmation of the completed coursework/license/certification to supervisor.

The Educational Incentive Award is paid as a Bonus upon submission of proof of completion as follows:

Associate Degree	\$ 500
Baccalaureate Degree	\$ 1000
Master’s Degree	\$1,500
Doctorate Degree/Juris Doctor	\$2,000
Apprenticeship	\$ 500
Journeyman	\$ 750
Professional Registration or License	\$1,000
Professional Certification	\$ 500

Employment Offers

Purpose:

To provide new employees with information regarding the terms and conditions of employment at the University and to ensure consistent personnel records indicating their acceptance.

Policy:

All offers of employment will be centrally administered by the Division of Human Resources.

The signed, original Offer of Employment becomes a permanent part of the employee's personnel file.

Exit Reviews

Purpose:

To administer a program to collect data regarding working conditions and other qualitative information from exiting employees as well as to ensure retrieval of University assets when an employee separates from employment.

Policy:

All employees separating from the University are required to comply with the Exit Review Program which includes the:

- Exit Review Questionnaire, and
- Separation Clearance Form

All outstanding debts of departing employees, including the face value of any University asset not returned upon separation, will be deducted from final funds due to the employee, upon giving the employee written notification of the amount to be deducted and the reason thereof. If the final salary and accrued leave, if any, are not sufficient to satisfy the amount owed, any outstanding balance will be placed in Accounts Receivable with the Controller's Office.

Firearms and Dangerous Weapons

Purpose:

To establish a policy that prohibits the possession, storage, use or manufacturing of dangerous articles which pose a threat to the safety of persons or property.

Policy:

The provisions of this policy are applicable to all employees, students, and any other individuals visiting or conducting business at the University. The only exceptions to this policy are as follows:

- Law enforcement officers who are in uniform.
- University law enforcement personnel.
- Faculty in the performance of instructional or research responsibilities, only with written approval from the Provost and previous notification to the University's Chief of Police.

All persons, except for those exempted above, are prohibited from possession, storage, manufacturing, or use of a dangerous implement, including but not limited to,

firearms, destructive devices, explosives, slingshots, weapons, tear gas guns, electric weapons or devices and fireworks, on any property owned, used or under the control of Florida International University.

For purposes of this policy, the University's campuses and dormitories are not considered to be private residences, homes or places of business but rather property owned by FIU; therefore, individuals licensed to carry firearms are not exempted from the provisions of this policy on those premises.

Any violation of this policy will result in immediate termination of employment.

Flexible Work Schedule (Flextime)

Purpose:

To administer the use of a flexible work schedule consistent with the University's efforts toward work/life balance.

Policy:

Flexible work hours may be instituted both to assist employees in their personal planning and to maintain productivity.

Flextime may occur up to two hours before and two hours after the employee's regular schedule.

Flexible schedules must be recommended by the supervisor, planned in accordance with the work functions and service objectives of the department and the University operations, and approved by Human Resources.

The supervisor must establish a core period of time when all employees are in attendance.

The pre-approved flexible work schedule agreement may be terminated at any time based on business necessity.

FMLA, Parental, and Medical Leave

Purpose:

To administer the federally-mandated Family and Medical Leave Act (FMLA) in accordance with University guidelines.

Policy:

Family Medical Leave Act (Applies to all Employees)

The Family and Medical Leave Act of 1993 (FMLA) grants up to 12 work weeks of leave within a 12-month period for certain family and medical reasons. The leave may be paid, unpaid, or a combination of both.

To qualify, an employee must use FMLA for the following reasons:

- The birth of a child and in order to care for that child;
- The placement of a child for adoption or foster care, and to care for the newly placed child;
- To care for a spouse, child, or parent – but not a parent-in-law with a serious health condition; or
- The serious health condition of the employee.

To be eligible for FMLA leave, an employee must:

- Have worked for the employer at least 12 months; and
- Have worked at least 1,250 hours during the 12 months prior to the start of the FMLA leave.

The University will grant the 12-week period under FMLA to eligible employees for the four reasons stated above and additional leave not to exceed a total of 6 months for the following three reasons:

- The birth of a child and in order to care for that child (parental leave);
- The placement of a child for adoption or foster care, and to care for the newly placed child (parental leave); or
- The serious health condition of the employee (medical leave).

An employee who takes leave under this policy, will be able to return to the same position or a position with equivalent status, pay, benefits and other employment conditions.

Parental Leave (Excludes Temporary and Student Workers)

While an employee is on parental leave, the University will continue paying the matching portion of the employee's health and basic State life insurance premiums up to six months during the leave period.

If the employee has accrued or earned paid leave, the employee must use paid leave first and take the remainder of the leave period as unpaid leave. A combination of accrued vacation and sick leave must be used. Leave may also be used intermittently or under certain circumstances, the employee may use the leave to reduce the workweek or workday, resulting in a reduced work schedule.

Parental leave of absence requests shall be in writing, when possible, with at least 30 days notice. If it is not possible to give 30 days notice, the employee must give as much notice as is practicable. The request must indicate the period of leave to be granted and the date the employee will return to work.

For parental leave, documentation must be provided by the employee's doctor or spouse's doctor of the expected due date or date of placement for adoption, if applicable. Parental leave may begin no more than two weeks prior to the delivery date or date of placement for adoption.

An employee who takes leave under this policy, will be able to return to the same position or a position with equivalent status, pay, benefits and other employment conditions.

Medical Leave (Excludes Temporary and Student Workers)

While an employee is on medical leave, the University will continue paying the matching portion of the employee's health and basic State life insurance premiums up to six months during the leave period.

If the employee has accrued or earned paid leave, the employee must use paid leave first and take the remainder of the leave period as unpaid leave. A combination of accrued vacation and sick leave may be used. Leave may also be used intermittently or under certain circumstances, the employee may use the leave to reduce the workweek or workday, resulting in a reduced work schedule.

Medical leave of absence requests shall be in writing, when possible, with at least 30 days notice. If it is not possible to give 30 days notice, the employee must give as much notice as is practicable. A doctor's note must accompany the request indicating reason and period of absence.

An employee who takes leave under this policy, will be able to return to the same position or a position with equivalent status, pay, benefits and other employment conditions.

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.

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.

Certain critical staff may be required to work on a holiday due to increased workload or emergency conditions.

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.

I-9 Requirements

Purpose:

To enforce the federal requirements for certification of employment eligibility within the United States.

Policy:

All employees must complete an I-9 (Employment Eligibility Verification) form within the first three days of employment.

An employer found to have recruited or employed an unauthorized alien for employment in the United States, shall be subject to pay a civil fine.

An employer can be fined not less than \$275 and not more than \$2,200, for each unauthorized alien for the first offense. An employer can be fined between \$2,200 and \$5,500 per unauthorized alien for a second offense, and between \$3,300 and \$11,000 for each third or subsequent offense.

Information Technology Security

Purpose:

To provide guidelines for information technology security

Policy:

As part of Florida International University's mission, we strive to keep our resources safe and secure. In order to fulfill the mission of teaching, research and public service, the University is committed to providing a secure computing and networking environment that assures the integrity, availability, and confidentiality of information and information resources.

Protecting FIU’s resources is a critical part of its mission.

If you have any concerns about using or protecting information or Information Technology Resources to which you have access or control, you should contact the IT Security Office, Security@fiu.edu.

General Responsibility

Each member of the University community is responsible for adhering to all federal, state and local laws and FIU rules, regulations and policies, as the same may be amended from time to time, pertaining to the security and protection of electronic information resources that he/she uses, and/or over which he/she has access or control.

Resources to be protected include networks, computers, software, and data. The physical and logical integrity of these resources must be protected against threats such as unauthorized intrusions, malicious misuse, or inadvertent compromise. Contractors and participants in any activities outsourced to non-FIU entities must comply with the same security requirements.

Enforcement

Persons who fail to adhere to this Policy may be subject to penalties as provided by law and/ or disciplinary action, including dismissal or expulsion. Violations will be handled through the University disciplinary policies applicable to employees and students. The University may also refer suspected violations of applicable law to appropriate law enforcement agencies.

Unauthorized or fraudulent use of University computing or telecommunications resources can also result in felony prosecution as provided for in the Federal and State of Florida Statutes.

Compliance

I have read and I understand the above FIU General IT Security Policy and will adhere to all applicable laws, rules, regulations and policies pertaining to the security and protection of the University’s electronic information resources.

Laws, Rules and Regulations
Impacting the Use of Florida International University
Information Technology Resources
And Addressing Privacy and Security Requirements

This is a representative list of the federal and State of Florida laws, rules and regulations that Florida International University, its faculty, staff and students must follow in their use of the University’s information technology resources. This list is not comprehensive, but is intended to assist the reader to develop a basic understanding of the legal framework applicable to the activities of FIU, its faculty, staff and students in the information technology environment.

Federal Laws:

Child Pornography Prevention Act of 1996, 18 U.S.C. §§ 2251 *et seq.*

Copyright Laws, 17 U.S.C. §§ 101 *et seq.*

Credit Card Fraud, 18 U.S.C. § 1029

Criminal Infringement of a Copyright, 18 U.S.C. § 2319

Digital Millennium Copyright Act, 17 U.S.C. §§ 1201 *et seq.*

Economic Espionage Act of 1996, 18 U.S.C. §§ 1831-39

Electronic Communications Privacy Act, 18 U.S.C. §§ 2510-22 (“The Wiretap Act”)

Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 CFR Part 99 (“FERPA” also known as the “Buckley Amendment”)

Fraud and related activity in connection with computers, 18 U.S.C. § 1030 *et seq.*

Health Insurance Portability and Accountability Act, Administrative Simplification Provisions, 42 U.S.C. § 1320d, *et seq.* (“HIPAA”)

HIPAA Privacy Rule, 45 C.F.R. Part 160; 45 C.F.R. Part 164, Subparts A and E

HIPAA Security Rule, 45 C.F.R. Part 164, Subpart C

Homeland Security Act of 2002, Pub. L. 107-296, 116 Stat. 2135 (HR 2002)

Unlawful Access to Stored Communications, 18 U.S.C. §§ 2701 *et seq.*

USA PATRIOT Act of 2001, Pub. L. No. 107-56, 115 Stat. 272

Florida Laws:

Computer Crimes Act, Fla. Stat. §§ 815.01 *et seq.*, §§ 775.082-084

Computer Pornography and Child Exploitation Prevention Act of 1986, Fla. Stat. §§ 847.0135 *et seq.*

Florida Public Records Act, Fla. Stat. Chapter 119

Helpful Links:

Official Web site for the U.S. Patent and Trademark Office,
www.uspto.gov/main/trademarks.htm

Official Web site for the U.S. Copyright Office, www.copyright.gov/

Information on the Fair Use Doctrine:

U.S. Copyright Office, Circular 21, Reproduction of Copyrighted Works by Educators and Librarians, www.copyright.gov/circs/circ21.pdf

www.copyright.gov/help/faq/faq-fairuse.html

www.copyright.gov/fls/fl102.html

Official Web site for the U.S. Department of Health and Human Services, Office of Civil Rights, on HIPAA, www.hhs.gov/ocr/hipaa/

Official Web site for the U.S. Department of Education, www.ed.gov/

Information on FERPA:

www.ed.gov/policy/gen/guid/fpco/ferpa/

FIU IT Policies

FIU Code of Computing Practice

<http://uts.fiu.edu/index.cfm?action=code>

FIUnet Acceptable Use Policy

<http://uts.fiu.edu/index.cfm?action=acceptpolicy>

FIU Academic Affairs Policies & Procedures Manual

<http://www.fiu.edu/provost/polman/sec11web.html#11.00>

IT Security Policies

Security.fiu.edu

Confirmation

Please enter your Panther ID and User Name for confirmation that you have read and understood the FIU Information Technology Security Policy. Failure to do so may result in the loss of access to FIU Information Technology Resources.

Panther ID _____

User Name _____

Internal Recruitment, Promotions, Demotions & Transfers

Purpose:

To allow hiring departments to provide employees with internal career-pathing opportunities.

Policy:

Internal recruitment will be utilized to support career mobility of qualified existing employees, consistent with equal employment and affirmative action objectives. If a suitable candidate is not found internally, the department will recruit outside FIU to obtain the best, qualified candidate for the position.

Decisions regarding the career mobility of employees will be based on job-related factors such as their ability to meet the minimum requirements of the position, perform the essential functions of the position, past performance in their current position and the level of experience within the current position. The university shall also consider appropriate factors, including, but not limited to the applicant(s) length of USPS service, performance evaluations, work related awards and achievements, other relevant work experience, and education/training. The university is encouraged to interview at least two of its employees who are eligible under this policy and who have met the advertised requirements for the position, provided at least two have applied, except where a vacant position is filled by demotion, change in assignment to a different position in the same class or in a different class having the same pay range maximum, or internal promotion.

Internal recruitment will be utilized to support career advancement of qualified internal candidates, so long as it is consistent with equal employment and affirmative action objectives.

The following career-pathing opportunities encompass the methods by which employees may move from one position to another:

Promotion

The upward mobility of an employee from one position to another position having a greater degree of responsibility and a higher salary range maximum.

A promotion can be within the same division/department or from one division/department to another.

An employee being promoted will have his/her salary set in accordance with FIU's Compensation [Manual Guidelines](#).

Demotion

Demotion occurs when higher functioning duties are permanently removed resulting in a lower level position and a reduction in pay.

A demotion can be voluntary or involuntary within the same division/department or from one division/department to another.

An employee being demoted will have his/her salary adjusted in accordance with FIU's Compensation [Manual/Guidelines](#).

Transfer

The lateral movement of an employee from a position in one class, to a different position within the same class or in a different class, having the same degree of responsibility and the same salary range maximum. A transfer can be voluntary or involuntary.

An employee being transferred usually maintains their current salary.

Internal Resolution Process

Purpose:

To establish and maintain a process which provides for the equitable resolution of complaints, misunderstandings, and issues for University employees.

Definition:

Complaint - A complaint is an expression of dissatisfaction or concern related to a workplace situation. It does not apply to discrimination or sexual harassment as other processes are available to address such issues.

Complaint Forms – Each Complaint, Request for Step 2 Review, and Notice of Demand for Neutral Party Review must be submitted in writing on the appropriate form (s) attached to this Policy and shall be signed by the complainant(s). All complaint forms shall be dated when the complaint is received. If there is difficulty in meeting any time limit, the AFSCME representative may sign such documents for the complainant; however, complainant's signature shall be provided prior to the Step 2 meeting.

Policy:

The University encourages open communication between employees and their supervisors to address concerns. While most differences can be worked out amicably between the employee and his/her supervisor, it is important to have a process by which employees can seek to resolve what they consider to be an inequitable application of University policies.

Step 1 (Informal Remedy) – An employee who believes that a specific action is the result of a violation of established policy, must meet jointly with their supervisor and their Dean or Director, within ten (10) business days of the occurrence, to discuss and resolve issues that they believe have adversely affected their employment. Human Resources may be consulted by either party during Step 1. A written

response to the issues/concerns raised by the employee and the outcome of the meeting must be provided to the employee within ten (10) business days.

Step 2 (Human Resources Review): If the matter is not resolved in Step 1, the employee may appeal in writing to the Vice President for Human Resources, or designee, within five (5) business days of receipt of the Step 1 written response. The employee is entitled, upon notification, to bring representation during the Human Resources review meeting. The employee will also be able to present any additional information or documents during this Review. The Vice President for Human Resources, or designee, will review the findings of Step 1, as well as, any additional information provided by the employee, and render a decision within fifteen (15) business days of the appeal request.

Step 3 (Neutral Party Review): If the employee is in disagreement with the decision rendered in Step 2, he or she may request a review by a neutral party within five (5) business days of receipt of the Step 2 decision. The Neutral Reviewer will be chosen from a Neutral Panel list consisting of nine (9) persons who are University employees, former University employees, or University alumni. Any member of the Neutral Pool who is not a professional labor arbitrator shall complete training to qualify as a professional labor arbitrator prior to being selected to serve in a dispute resolution. The costs of such training will be shared equally by the University and AFSCME. The nine (9) individuals on the neutral panel list shall be mutually agreed upon by the President or designee and the AFSCME Representative or designee. Neutral panel members shall serve as the Neutral Reviewer on a rotational basis, the sequence to be determined by alphabetical order. The University will provide all pool members with orientation and training in the University policies including this Neutral Internal Resolution of policy disputes procedures.

The Neutral Reviewer will review all information and documentation gathered during Step 1 and Step 2 and render a final and binding decision within twenty (20) business days of the request for a Step 3 review. The decision or award of the Reviewer shall be final and binding upon the University, AFSCME, and the complainant. In rendering his or her decision, the Neutral Reviewer 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 regulations, policy or process.

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

The period for informal resolution of a dispute alleging a violation of the provisions of the BOT – AFSCME Policy on Conflict of Interest and Outside Activity shall be five (5) days from the date the complaint is filed. Such a dispute shall be heard at Step 2 by the Vice President for Human Resources or designee no more than seven (7)

days after a request for a Step 2 decision and no more than three (3) days after the Step 2 meeting.

An extension under any of the Steps specified above may be requested due to extenuating circumstances. The University and the complainant must mutually agree to the extension.

Jury Duty and Court Appearances

Purpose:

To administer a policy regarding jury duty and subpoena for court appearances.

Policy:

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 vacation or sick leave balance.

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 may be taken as leave without pay.

Leadworker Pay

Purpose:

To establish a policy for non-exempt employees who serve as lead workers.

Policy:

A non-exempt employee may be designated as Leadworker provided that:

- The employee occupies one of at least three positions in the same class and in the same work unit.
- The employee is assigned limited coordinative duties in addition to the normal duties associated with the position.
- The leadworker designation cannot be used to create an intermediate level of supervision.

- The employee works in a geographically separate location from the main work unit.

A five percent (5%) pay adjustment will be provided for the Leadworker assignment.

Learning Opportunities

Purpose:

To establish a learning culture in which all employees are encouraged to develop their professional skills and enhance their performance, both in their current position and for future University career opportunities and promotions.

Policy:

The Board and AFSCME recognize the importance of employee career development in order to provide for employee training which will improve productivity. All employees shall participate in a minimum of twenty (20) hours of professional development per calendar year. This development occurs during regularly scheduled work time, and must be approved by the Dean, Director, or Department Head. Exceptions to this requirement may be requested by the employee, recommended by the supervisor and approved by Human Resources.

All employees are expected to have a Learning Goal established in their annual performance discussion with their immediate supervisor.

FIU will make reasonable efforts to continue existing training and development programs and to develop new programs where such programs are considered to be necessary.

Professional Development can take the form of attendance in in-house learning programs provided by the Division of Human Resources – Department of Organization Development and Learning, participating in external workshops, conferences, and vocational training programs, University courses or other department-specific training.

FIU will consider the effect on current employees when contemplating changing technology or equipment. The university will make reasonable efforts to provide training to current employees in the use of new technology or equipment when such changes are made. Nothing herein obligates the university to maintain current classifications, positions, or employees.

FIU and AFSCME understand that nothing in this policy precludes or in any way limits or restricts the university's right to develop, implement, or otherwise manage training or apprenticeship of its employees.

Included in the expected 20 hours of professional development are any programs that may be required by the University, such as the New Employee Experience,

Sexual Harassment Awareness & Prevention, Performance Excellence Process (PEP), Supervisory Excellence, and others. Attendance in programs for professional certifications, licensures, etc. will also count towards the 20 hours of professional development.

Leave Pending Investigation

Purpose:

To establish a policy on granting leave pending an investigation.

Definition:

“Leave pending investigation” is approved leave with pay, with no reduction of personal accrued leave.

Policy:

When the President or designee has reason to believe that the presence of an employee on university property presents a threat to the health or safety of the employee or anyone in the university community, or represents a threat of substantial disruption or interference with the normal operations of the university community, the President or designee may place the employee on paid or unpaid leave pending investigation of the occurrence. The President or designee may also direct that the employee be removed from university property until the investigation is completed.

Living Wage Salary Adjustment

Purpose:

To establish a procedure for the implementation and adjustment of minimum salaries for employees to the living wage salary level, as determined by the U.S. Department of Health and Human services.

Policy:

This policy requires the University to pay all employees on established positions wages that are above the federal minimum wage level.

The living wage minimum is determined by the federal poverty guidelines established by the U.S. Department of Health and Human Services and is updated on a yearly basis.

The Division of Human Resources will monitor any changes to the living wage and will adjust salaries annually to meet the established threshold.

Loyalty Oath

Purpose:

To administer a procedure for obtaining a signed Loyalty Oath from every University employee.

Policy:

Every employee of the University, as a condition of employment, shall execute a proper oath of loyalty as required by State law.

Military Leave

Purpose:

To establish a policy that defines the leave specifications for Military Leave

Policy:

An employee, except an employee in a temporary position, who is drafted, volunteers for active military service, or who is ordered to active duty shall be eligible for military leave and re-employment rights consistent with federal and state laws.

Employees are entitled to leaves of absence from their respective duties, without loss of vacation leave, pay, time, or efficiency rating, on all days during which they are engaged in training ordered under the provisions of the United States Military.

Military Leave of Absence granted under this policy and the applicable Florida law shall not exceed 17 working days in any one annual period for active or inactive training.

An employee shall receive their full pay in addition to their military pay for the first thirty (30) days of active duty. After the initial 30 days, the law allows those on active duty to receive the necessary pay to fill any gap between their military basic pay and civilian pay and continue their existing benefits. Leave payment of this type shall be made only upon receipt of proof of military orders by Human Resources.

Moving Expenses

~~**Purpose:**——~~

~~To certify employment eligibility for moving expenses of new hires.~~

~~**Policy:**——~~

~~Hiring departments may cover moving expenses of new hires if such payment is clearly in the best interest of the University.~~

~~Division of Human Resources will certify request upon determination of employment eligibility of the prospective employee.~~

~~Payment of moving expenses shall ordinarily be limited to the cost of packing and shipping of household goods not to exceed 15,000 pounds, and reasonable expenses incurred for moving an automobile.~~

~~When household goods are shipped via a rental vehicle, the approved payment will be limited to the insuring of the vehicle.~~

~~The University will not authorize payment for cleaning of any residence in connection with the move, the unpacking of household goods, or payment of expenses associated with the personal move of the employee or family members.~~

Nepotism

Purpose:

To ensure that no preferential treatment will be afforded to individuals based on relationships that may place undue or inappropriate influence on terms and conditions of employment.

Definition:

For the purpose of this policy, "relationship" is defined as individuals related by blood, marriage, adoption [e.g. father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother or half-sister, Florida Statute Section 112.3135(1)(d)]; a person a public employee intends to marry, or with whom the public employee intends to form a household, or any other natural person having the same legal residence as the public employee, Florida Statute Section 112.312, Code of Ethics; domestic partnership, dating, or other personal relationship in which objectivity might be impaired. "Line of authority" is defined as authority extending vertically through one or more organizational levels of supervision or management.

Policy:

Relationship to another individual employed by the University shall not constitute a bar to hiring, promotion or reappointment, provided, that no employee shall be under the direct or indirect supervision or control of a related individual. The University retains the right to refuse to appoint a person to a position in the same department, division or facility, whereby his/her relationship to another employee can create an adverse impact on supervision, safety, security, morale, or involves a potential conflict of interest.

Individuals should not be employed in a department or unit, which will result in a subordinate-supervisor relationship between such individuals and any related individual as defined above through any "line of authority".

Related individuals, as defined by this policy, may not be supervised or work in the same division, department, or unit without prior approval from the Vice President for Human Resources or designee.

New Employee Experience

Purpose:

To welcome new employees to the University and to acclimate them to our mission, vision, values, policies and procedures.

Policy:

All non-faculty employees are required to attend New Employee Experience on their first day of employment, which is a Monday. Faculty members are to attend on the first available session following their first day of employment.

On-Call Pay

Purpose:

To provide compensation to non-exempt employees who maintain their availability during off-duty hours to come back to work to perform emergency and/or necessary work assignments based on operational needs.

Policy:

“On-call” assignment shall be defined as any time when an employee is instructed in writing by management to remain available to work during an off-duty period. An employee who is so instructed shall be required to leave word where the employee may be reached by telephone or by other electronic signal device in order to be available to return to a work location on short notice to perform assigned duties.

Exempt employees and all law enforcement personnel will not be eligible to receive on call pay.

In an emergency or other unforeseen circumstances, a university may verbally instruct an employee to be on-call for a period of not more than twenty-four (24) consecutive hours. The employee shall not be eligible for on-call payments in excess of the period for which verbal instructions are appropriate.

In order to receive on-call pay, an employee must be instructed in writing to be available for work outside their regular work schedule, be at a fixed location, and be ready to be back at the work station when needed.

When approved as provided herein, an employee who is required to be on-call shall be compensated by payment of a fee in an amount of three dollars (\$3.00) per hour for each hour such employee is required to be on-call.

Carrying an electronic signaling device during off-regular work hours does not automatically qualify an employee to receive on-call pay.

On-call pay is not compensable for purposes of computing overtime.

If an on-call period is less than one (1) hour, the employee shall be paid for one hour.

Operating Hours, Rest, and Meal Periods

Purpose:

To define rest and meal periods within the University's standard working hours of 8:00 am to 5:00 pm.

Policy:

Rest Period Breaks:

- The University supports rest periods even though it is not required by the Fair Labor Standards Act (FLSA).
- A rest period of 15 minutes in the middle of each four-hour work period is considered compensable time. Rest periods may not be used (1) to offset late arrival or early departure from work, ~~(2) to extend the meal period,~~ or ~~(3) to accumulate paid time off from one day to the next.~~
- Rest period breaks that are longer than 30 minutes are not compensable.
- Smoke breaks are in lieu of, and not in addition to, an employee's normal rest period break.

Meal Periods:

- A meal period lasting 30 minutes or longer is not considered compensable time, according to the FLSA. A meal period of less than 30 minutes and approved by the respective supervisor is considered time worked, and therefore, compensable.
- If work is being performed and the employee is not relieved of his/her duties during a meal period, then the time would be considered compensable.
- An employee must be released of all their duties and responsibilities during the meal period.

Operational Excellence Award (OEA)

Purpose:

To encourage excellence in performance and recognize exceptional individual performance.

Policy:

The OEA is recommended for employees who have demonstrated continuous outstanding performance, have made a significant contribution to the department's

mission or strategic plan and/or have provided consistent support to the department's objectives.

The OEA Process will be monitored and approved by the Division of Human Resources. The OEA amount ~~will~~may be added to the employee's base salary.

Overtime Pay and Compensatory Time

Purpose:

To establish a policy for overtime pay and compensatory time for non-exempt employees.

Policy:

Non-exempt employees are entitled to overtime pay at one and one-half times their hourly rate for all hours actually worked in excess of 40 hours in a work week.

The overtime rate calculation is based on the regular rate of pay, which includes the hourly pay and all additives.

All overtime hours must be authorized by the immediate supervisor prior to working.

Compensatory time may be earned by non-exempt employees in lieu of overtime pay for all hours actually worked in excess of 40 hours. Compensatory time is credited at the rate of one and one-half times the number of hours in excess of 40 hours worked in a workweek.

Non-exempt employees must use accrued compensatory time within thirty (30) days of its accrual, provided that to do so would not unduly disrupt the operations of the University. If the accrued compensatory time is not used within 30 days, the University shall make cash payment to the employee for the overtime hours worked.

Special compensatory time may be earned on an hour-for-hour basis by an employee occupying a non-exempt position when:

- the employee observed a holiday and worked 40 hours the week during which the holiday occurred;
- the holiday falls on the employee's regularly scheduled day off;
- the employee is required to work the holiday;
- the employee is required to perform essential duties during an emergency closing for the hours worked during the closing.

Exempt employees are not entitled to compensatory time or overtime pay for hours worked in excess of 40 hours per week.

When an employee is changed from a non-exempt to an exempt position, all accrued compensatory time will be paid before the change takes place.

When an employee is transferred to a new department, all accrued compensatory time may either be paid or transferred, at the discretion of both departments involved in the transfer.

Any employee with accrued compensatory hours on record with Human Resources on the effective date of this policy (effective date to be determined at a future date) is excluded from having to use or be paid the accrued hours within the 30 day period.

The normal workweek for each full-time employee shall be forty (40) hours. The University retains the right to schedule its employees; however, the University will make a good faith effort, whenever practical, to provide employees with consecutive hours in the workday and consecutive days in the workweek.

Upon agreement of the employee and the University, non-exempt employees shall receive either compensatory leave or cash payment for overtime. If agreement cannot be reached, the University shall make cash payment for overtime worked.

The university will maintain an online leave status of the compensatory time for each employee as part of the online leave balance system.

Procedure:

A Rotation Overtime List shall be created to fairly distribute any overtime and will be updated as needed and posted on the last day of the workweek. The selection of overtime shall come from a rotation list that is based on seniority. The list will start with the most senior to the least senior employee in the department. The University will go to the first person on the list and work its way down. If that person cannot work the overtime, then he/she is placed at the bottom of this list. If that person cannot be reached, then the University skips him/her and goes to the next employee; however, he/she remains where he/she is at on the list for the next time (he/she is not placed at the end of the list).

Performance Excellence Process (PEP)

Purpose:

To establish a Performance Excellence Process, (PEP), aligned with organizational objectives that provide consistent criteria for enhancing and assessing employee performance on an annual basis.

Policy:

PEP provides individual employees with an opportunity for the development of their potential, continued learning and career development.

In preparing the Performance Discussion Document, the supervisor/ manager may solicit feedback on the employee's performance from a variety of sources: peers/colleagues, direct reports, students and other constituents.

PEP is a year-round process which shall culminate in the annual Performance Discussion. Supervisors will be evaluated on whether the Performance Excellence Process was conducted annually for their subordinates.

Both supervisors and employees must attend mandatory training on the Performance Excellence Process. Employees will be annually evaluated using FIU's values core competencies and job specific competencies identified based on the functions of each individual position.

An employee shall ordinarily be evaluated by his/her immediate supervisor in consultation with the second level supervisor. The immediate supervisor shall be held accountable for such evaluation. The immediate supervisor shall be the person regularly assigned to direct the work of the employee, or, if unavailable, the person appointed by the Department Head . The supervisor is responsible for the timely evaluation of the employee.

The employee shall be provided with information regarding the basis of the evaluation and shall, upon written request, be provided a copy of any documents which were considered and submitted to Human Resources in completing the evaluation.

The evaluation shall be discussed with the employee. The employee may prepare a written response which shall be attached to the evaluation and placed in the employee's personnel file.

Where an employee does not meet performance standards, the university may develop a performance improvement plan intended to correct performance deficiencies. Such employee shall be granted, upon written request, an opportunity to discuss with an administrator at the next higher level concerns regarding the evaluation.

An employee who is involuntarily demoted or dismissed for an evaluation of not meeting performance standards may seek review under the Internal Resolution Process. The review shall be solely to determine whether the performance evaluation was done in an arbitrary or capricious manner. The neutral reviewer shall not substitute his/her judgments regarding an employee's performance for that of the evaluator.

Personal Leave of Absence without Pay

Purpose:

To establish a policy that defines eligibility, duration and return from leave requirements for granting a Leave of Absence without Pay (LOA).

Policy:

An employee may be granted a LOA, for up to three months for personal reasons subject to approval by the department head. The request for the LOA must be in writing and should be examined carefully by the department head to determine whether the interest of the employee and the University would best be served by granting this leave.

All accrued vacation leave must be used before a LOA without Pay may be approved.

An employee does not accrue leave during the LOA. An employee shall not receive pay for holidays that fall within the period of the LOA.

Employees on a LOA are eligible for benefits pursuant to limitations of the program.

Upon completion of an approved LOA without pay, the employee is to be returned to the position formerly occupied, or to a position with equivalent status, pay, benefits and other employment conditions. Failure to return to work on the scheduled date will constitute job abandonment.

Political Activity

Purpose:

To ensure that employees participating in Political Activities do not interfere with employee's normal duties and University's operations.

Policy:

Employees may seek election to and hold public office upon notification to the President or his designee.

Prior to seeking election to and holding such public office, the employee must establish that there is no conflict of interest between this activity and the responsibility of the individual to the University.

Where an employee elects to run for and hold public office and such action is deemed by the President to interfere with the full discharge of the employee's regular duties, the employee must obtain a leave of absence or submit a resignation.

Candidates for public office should not use the services of any public official or employee during working hours in the furtherance of their campaigns and must follow all appropriate Florida Elections Statutes as provided for in F.S. Chapter 97-107.

Political Participation

Purpose:

To establish and administer a policy to guarantee employees the right of political participation during regular work hours.

Policy:

An employee who wishes to take time off from work, with the approval of the immediate supervisor, to participate in political activities, must charge the time in one of the following ways:

- Accrued compensatory
- Accrued vacation
- Time off without pay

Pre-Employment Requirements

Purpose:

To ensure that the University conducts thorough investigations of prospective employees.

Policy:

Background Checks

- All prospective employees may be subject to background checks upon an offer of employment. Employment is contingent upon the satisfactory results of the investigation.
- Checks will include federal, state, and local criminal background. Those positions that require operation of a motor vehicle will include a driver's license check.
- The Division of Human Resources (DHR) reviews the reports and makes decisions regarding suitability for employment based on findings and the particular job.

Fingerprinting

- All prospective employees may be subject to fingerprinting upon an offer of employment, depending on the offered position.
- The DHR conducts fingerprinting checks through the Federal Department of Law Enforcement (FDLE) for all positions in Law Enforcement, Child Care and those with responsibility for handling cash, or working in the Residence Halls.
- The DHR reviews reports and makes decisions regarding suitability for employment based on findings and the particular job.

Reference Checks

- Hiring departments must conduct reference checks on all prospective employees to establish suitability for employment using the guidelines established by the DHR.
- The DHR reviews the written findings and makes decisions regarding suitability for employment based on information obtained and the particular job.

Language Proficiency

- All faculty employees with teaching assignments must be proficient in speaking English

Drug Testing

- All prospective employees may be subject to a urine drug test upon an offer of employment, depending on the offered position.
- Successful completion of a urine drug test is a condition of employment with Florida International University's Public Safety Department.

Professional Development Leave

Purpose:

To provide exempt employees with leave opportunities to advance job-related skills and knowledge.

Policy:

Professional Development Leave is granted to increase an exempt employee's value to the University as well as to the employee's position and/or professional expertise. These opportunities should include enhanced opportunities for professional renewal, educational travel, study, field observations, research, writing or professional development. This leave is in part to be granted to allow the employee to further his/her education.

Employees must have been employed by the University for at least six (6) years of full-time continuous service and must meet the following criteria:

- The employee's work performance is superior.
- The University deems that there are acceptable resources and adequate coverage available during the employee's absence. Eligible employees may be asked to time their professional development leave in accordance with program needs and the ability of the department to finance the leave.
- The employee provides a detailed description and documentation of the professional development opportunity as well as a report once the leave is completed
- Professional development leave could be at half pay for a full academic year or at full pay for one semester.
- The employee must guarantee that at the end of the leave, he/she will return to employment at the University for at least one (1) year following the leave.

An employee who does not return to the University shall reimburse the University for the salary received during the professional development leave.

- If the employee receives outside income as a result of the professional development experience, he/she must report such income to the University. University compensation will normally be reduced by the amount necessary to bring the total income for that period to a level comparable with the employee's normal position.

- Once the time period for the professional development leave is agreed upon in writing, it cannot be extended. If it is shortened, prior notice to the supervisor is required.

- The employee and supervisor agree to and understand that the position will remain open and available when the employee returns.

Both the University and the employee will contribute to retirement, social security, insurance programs and other employee benefits during the leave. Eligible employees will continue to accrue sick leave and vacation leave on a full-time basis during the professional development leave.

Project-Based Pay

Purpose:

To establish guidelines for rewarding employees for the successful completion of a special project or assignment.

Policy:

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 amount of the project-based pay may not exceed \$5,000 or 10 percent of the employee's salary, whichever is greater. Decision about 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.

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

Same-Sex Domestic Partnership Health Insurance Stipend

Purpose:

To provide financial assistance to FIU employees in same-sex domestic partnerships, to obtain affordable health insurance coverage for a same-sex domestic partner.

Policy:

FIU employees who meet the participation requirements set out in the policy will be eligible for a health insurance stipend to assist in defraying the cost of health insurance for a same-sex domestic partner. The annual stipend amount will be the difference between the University's annual contribution for a 1.00 FTE employee for employee-only coverage at the cost level selected by the employee, and the University contribution for family coverage at the same cost level. The stipend amount will be adjusted whenever changes are made in the employee's coverage selection or in the amount of the University contribution to the FIU health insurance, to reflect such changes. The stipend will be paid to participating eligible FIU employees on a quarterly basis.

Eligibility:

For the purposes of this policy, a domestic partner is an individual of the same sex who shares a committed and mutually-dependent relationship with the University employee. In order to be eligible for the health benefit stipend, the employee must have individual coverage with the University and both the employee and domestic partner must attest that:

1. they are of the same sex, and for this reason are unable to marry each other under Florida Law,
2. they are at least eighteen (18) years of age, and have the mental capacity to consent to a contract,
3. they are unmarried and unrelated by blood,
4. they have resided together for at least the prior six (6) months.
5. they are jointly responsible for each other's financial obligations, including household and living expenses and medical expenses,
6. the non-employee domestic partner is not employed or is not eligible for health benefits through his or her employer,
7. they have completed the Declaration of Domestic Partnership Certification,
8. medical coverage is in effect for the domestic partner and coverage shall be maintained during any period for which the same-sex domestic partner health insurance stipend is sought, and
9. the employee is covered under FIU's health insurance plan with individual coverage.

Required Documentation:

The employee must submit documentation (such as an employer-provided handbook, benefits booklet or notification) showing that the partner's employer does not provide health insurance coverage or that the partner is not eligible for such coverage, or that the partner is not presently employed. In addition, proof of domestic partner medical coverage must be sent to FIU's Department of Benefits Administration on a semi-annual basis.

Additionally, at least **THREE (3)** of the following documents must be submitted to support the domestic partner relationship:

- Joint ownership of real property in the prior 6-month period
- Mutual designation as attorney in durable power of attorney documents
- Joint ownership of personal property or assets, such as automobiles or stock
- Designation of health care surrogate
- Joint bank account for at least the prior 6-month period
- Legal documentation demonstrating joint adoption or legal guardianship of any dependents, whether children or adults
- Joint loan
- Joint credit card for at least the prior 6-month period
- Joint lease
- Designation of Beneficiary (Life Insurance)
- Designation of Beneficiary (Retirement Plan)
- Designation of Beneficiary (Will)

Confidentiality:

At Florida International University, all benefit elections are treated with the highest degree of confidentiality and sensitivity. Information about employee election or participation in the same-sex domestic partner health insurance stipend will be subject to and maintained according to the same strict internal processes and protocols for all confidential employee information. Internal and external access to employee benefit data, including information relating to participation in this policy, is limited to only those individuals directly responsible for managing data, budget, and entering employee elections, and such data is shared only on a need-to-know basis.

Tax Implications:

The amount of the cash stipend will be taxable to the employee and subject to FICA and income tax withholding only. This amount will not count towards retirement, life insurance or any other benefits.

Enrollment and Participation Procedures:

An employee who wishes to participate in the same-sex domestic partnership health insurance stipend must (1) complete the Declaration of Same-Sex Domestic Partnership Certification form found on the Division of Human Resources' website, and (2) submit the completed Certification form, the attestations of the employee and domestic partner and the required documentation in a personal/confidential envelope to the Benefits Department in care of the Director of Benefits.

Upon receipt of the necessary form, documentation and attestations, the application will be reviewed. If approved, the Division of Human Resources will consider the partnership registered as of the date on the Certification form and will notify the employee in writing in a personal/confidential envelope.

Once participation and eligibility is approved, documentation showing continued health insurance coverage for the domestic partner must be submitted to the Benefits Department on an annual basis. FIU may terminate the health insurance stipend if the domestic partner does not provide proof of continued medical coverage.

Termination of Participation:

An employee receiving the health insurance stipend shall notify the Benefits Department, in writing, immediately upon the termination of the domestic partnership for which participation has been approved, by completing the Declaration of Termination of Same-Sex Domestic Partnership Certification form and forwarding it to the Benefits Department within thirty (30) days of its termination. The employee must then wait one year from the date of the notice before obtaining eligibility for same-sex domestic partner stipend, except if (1) the employee is registering the same domestic partnership within thirty (30) days of submitting notice of termination of that domestic partnership, or (2) the employee's former domestic partnership was dissolved through the death of the domestic partner.

An employee who makes false statements about satisfying the eligibility criteria will be subject to disciplinary action up to and including dismissal. An employee who fails to notify the Division of Human Resources Benefits Department within thirty (30) days of a change in status may be subject to disciplinary action.

Separations of Employment

Purpose:

To administer a uniform process for employee separations.

Definition:

Employee - For purposes of this policy, "employee" means all University employees except certified law enforcement personnel employed by the University Public Safety Department (not including the Director of Public Safety) who have passed their probationary period, registered nurses and nurse practitioners employed by University Health Services (not including the Clinic Directors) who have passed their probationary period, and tenured faculty.

Policy:

University employment is presumed to be voluntary and indefinite for both the employee and the University. The employee-employer relationship may be terminated at any time for any valid reason.

Separations from University employment may include the following:

Termination - Occurs when an employee is permanently separated from University employment with or without cause. Termination may be preceded by corrective action. Unsatisfactory performance or misconduct may warrant immediate dismissal.

Resignation - Occurs when an employee initiates a termination by notifying the immediate supervisor of his/her intention to resign.

Job Abandonment - Occurs when an employee is absent without approved leave for three (3) or more consecutive scheduled workdays. Such action represents an abandonment of position, and the employee will be automatically terminated. If the employee's absence is for reasons beyond the control of the employee and the employee notifies the University as soon as practicable, the University will review the circumstances surrounding the absence on an individual basis to determine if it is to be considered abandonment of position.

Layoff – Occurs due to adverse financial circumstances; reallocation of resources; reorganization of administrative structures, programs, or functions; curtailment or abolishment of one or more programs or essential functions; or shortage of work.

Any separation of employment shall be in consultation and with the approval of the Vice President for Human Resources or his/her designee.

If an employee is separated from employment for any reason other than misconduct, the employee shall be given a notice period of four (4) weeks after one year of employment, plus two (2) weeks for every year thereafter, up to a maximum of twelve (12) weeks.

The notice period for terminations of employment without misconduct for employees who were in established positions prior to July 1, 2005 and had a minimum of 10 consecutive years of employment with the University as of June 30, 2005, shall be six (6) months notification, prior to terminating their employment relationship.

Upon notice of termination without cause, the University shall decide at its sole option, whether to:

- Allow the employee to continue to work at the University during the notification period in the same position or in a different position;
- Place the employee on leave with pay during the notification period
- Pay the amount due to the employee in salary during the notification period as a lump sum payment and cease employment of the employee immediately; or
- Take a course of action that is a combination of any of the above.

Terminations based on discriminatory reasons are prohibited.

Employees will give two weeks written notice of resignation. A resignation may not be rescinded by the employee without concurrence of the University.

Severe Weather/Emergency Closing

Purpose:

To provide guidelines for employees in the event of severe weather or emergency closing of the University.

Policy:

Although the University will make every effort to remain open on scheduled workdays, there may be instances where conditions make it impossible to do so. These include, but are not limited to, severe weather, declared state of emergency, utility disruptions, natural disasters and terrorist actions. In all cases, employee safety will be the primary consideration.

Recognizing that employees with disabilities may require additional time to prepare for and respond to challenges presented by inclement weather conditions such as hurricanes, a voluntary participation program was created for early notification of inclement weather conditions.

During periods of inclement weather conditions, staff in the Department of Equal Opportunity Programs will contact individuals on the registry to advise them of the situation. Therefore, if special arrangements need to be made, advance warning is provided to those employees.

During periods of severe inclement weather, public emergency or other crisis, the President or a designated executive officer of the University may issue an announcement of campus status as appropriate to the situation on the university telephone system (305-348-HELP [4357]), UNIVMAIL, or other appropriate media. In general, such a campus status announcement will inform the general public, as well as university students and employees, that the university campuses or a specific designated portion of the university is closed for a specific time period.

- Such announcement may specify that classes are canceled until or after a specified time, or for the entire day.
- Such announcements may specify that all events or programs, including both university and non-university events held in university facilities, are canceled.
- Such announcements may specify that certain university offices and facilities are closed except the following essential offices that never close under any circumstances:
 - University Police
 - Office of Residence Life/Housing Units
 - Utility Plants
 - Emergency Maintenance Operations
 - Any research unit where the integrity of the research must be preserved
 - Service units that routinely operate on a seven day per week, twenty-four hour per day service schedule

○ Other essential employees previously identified by each respective Vice President

Compensating employees for time away from the University due to severe weather or an emergency closing will be determined at the time of the event and will be conveyed via UNIVMAIL.

Shift Differential Pay

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.

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 3% is paid for shifts where the majority of the hours fall after 6:00 P.M.

Night: A differential of 6% is paid for shifts where the majority of the hours fall after midnight.

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

Sick Leave

Purpose:

To administer the accrual and appropriate use of sick leave.

Definition:

Illness/Injury - 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 American with Disabilities Act, the provisions of Public Law 101-336 shall apply.

Employee's Immediate Family – defined as spouse, children (including foster or stepchildren), parents (including stepparents), brother and sister (including stepbrother and stepsister), grandparents, and grandchildren [and same-sex domestic partner](#).

Policy:

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 as of 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 Fitness for Duty form to establish whether the employee is fully recovered and capable of returning to his/her duties.

**FLORIDA INTERNATIONAL UNIVERSITY
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).

Sick Leave Pool

Purpose:

To allow eligible regular employees to donate sick and vacation leave hours to the Sick Leave Pool. A participating member, upon depletion of the employees' sick, vacation and compensatory leave credits and after approval of the Sick Leave Pool Committee, may draw hours from the Pool for their personal major illness, accident or injury.

Policy:

Participation in the Pool shall be voluntary on the part of eligible employees.

Eligibility in the Pool is extended to employees after completion of six months of employment with the University, provided that a minimum of forty (40) hours of sick and/or vacation leave has been accrued by full-time employees, or twenty (20) hours by part-time employees.

Full-time employees contribute eight (8) hours of leave and part-time employees contribute four (4) hours of leave to the Pool. Such hours will be deducted from the employee's sick and/or vacation leave account.

Participating employees may terminate their membership in the Pool at any time by notifying the Administrator.

Participating employees who retire, terminate, or are terminated from the University will be terminated from the Pool.

To maintain the Pool with sufficient hours and maintain membership status all full-time members will, on an annual basis, donate four (4) hours leave, and part-time employees will donate two (2) hours leave.

When the total credits available in the Pool amount to four hundred eighty (480) hours or less, the Pool shall be considered depleted. Upon depletion, the Pool members will be notified that eight (8) hours for full-time employees and/or four (4) hours for part-time employees of leave credits will be deducted from their accounts unless they inform the Sick Leave Pool Administrator of their intention to withdraw membership from the pool.

The inability of a participating employee to contribute to the Pool at the time the Pool is depleted shall not exclude the employee from continued membership in the Pool.

Any sick leave contributed to the Pool by a participating employee shall be forfeited upon the employee's cancellation of membership, retirement, or termination from University employment.

Participating employees may not apply any conditions or restrictions on any leave hours they contribute to the Pool. Participation in the Pool does not guarantee hours may be withdrawn from the Pool.

Leave hours from the Pool shall be granted only for the employee's personal illness, injury, accident, or exposure to a contagious disease. Personal illness shall include, but not limited to disabilities which are the result of or contributed to by medical conditions (including those complications related to pregnancy or childbirth), surgery and recovery.

Participating employees must have depleted all their accrued leave credits before leave credits from the Pool will be granted.

A participating full-time (1.0 FTE) employee may withdraw a maximum of 480 hours from the Pool during any twelve (12) month period. Part-time employees may withdraw a maximum of 240 hours from the Pool during any twelve (12) month period.

Sick leave hours withdrawn from the Pool by a participating employee are not required to be replaced. Hours granted by the Pool but not used by the employee will be returned to the Pool.

Solicitation, Distribution, and Posting

Purpose:

To provide means for individuals to conduct activities on campus without undue interruption of normal University business.

Policy:

With the exception of university sponsored campaigns, or other periodic university sponsored activities, solicitations, and/or distribution by employees of printed matter, or solicitations in any manner including e-mail, for funds, products, services, memberships, or for any other reason on university property is not permitted, except in non-work areas during the non-work time of all involved. Work time does not include meal periods, authorized rest breaks or any period when employees are properly not engaged in the performance of their work tasks.

The distribution of any literature or other written material within work or customer areas is prohibited. Non-employees are prohibited from soliciting or distributing literature on university premises.

The posting of materials on approved official bulletin boards are permitted with approval from the Division of Human Resources.

Solicitors, including students, University personnel, and the general public, shall be prohibited from entering the grounds or buildings of the University for the purpose of transacting business with students or other University personnel, unless they have been issued a permit for this purpose by the Vice President of Administration or the appropriate official of the Student Center.

Violations of this policy should be reported to the Division of Human Resources.

Spot Awards

Purpose:

To set criteria for recognizing and rewarding all employees for exceptional performance.

Policy:

Spot awards are immediate recognition to reward employees for exceptional performance beyond the prescribed expectation of the employee's job.

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 \$500 in a 12-month period.
- Non-cash (University merchandise, lunch tickets, game tickets, etc.)
- Certificates, plaques, etc.

Spot Awards are recommended at the department level and approved by Human Resources.

Temporary or Permanent Lateral Reassignments

Purpose:

To provide a means for management to address operational needs.

Definition:

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. 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.

Policy:**Reassignment**

The University 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 in the bargaining unit will be given ten (10) working days written notice prior to the effective date of the change in assignment. Employees who are reassigned under the provisions of this Policy shall not ordinarily suffer a loss of pay as a result of such reassignment. When making a decision regarding the granting of a request for reassignment and upon the availability of a

position, the University shall consider appropriate factors, including, but not limited to, the applicants length of continuous university service, performance evaluations, work-related awards and achievements, relevant work experience, and education/training.

Classification Review:

When the University determines that a revision of a class specification for bargaining unit positions is needed, and such revision affects the collective bargaining unit designation, it shall notify AFSCME in writing of the proposed change. AFSCME shall notify the Vice President for Human Resources or designee, in writing, within fifteen (15) days of receipt of the proposed changes, of any comments it has concerning the proposed changes or of its desire to discuss the proposed changes. If following such discussion, AFSCME disagrees with the designation it may request the Florida Public Employment Relations Commission (PERC) to resolve the dispute through unit classification proceedings.

Work in a Higher Classification

An employee who is designated by the appropriate supervisor to perform temporarily a major portion of duties of a position in a higher classification than the employee's current classification shall be eligible for a pay increase for the period of time such duties are assigned, provided that such duties are performed for a period of more than twenty-two (22) working days within any six (6) consecutive months.

Review of Assigned Duties

When an employee alleges that regularly assigned duties constituting a significant portion of the employee's work time are duties not included in the employee's position description or the class specification to which the position is assigned, the employee may request a review of his or her position description from Human Resources through the employee's supervisor. Upon change of the position description, the employee shall be given a copy for their revised position description.

Tuition Waiver Program

Purpose:

To ~~facilitate~~ provide eligible employees an opportunity to enhance their education by attending classes at the University with the intent of receiving a college degree or attend classes that are related to their job assignment. Also, in the event that an employee does not enroll for ~~6-7~~ credits hours in a given semester, to allow a member(s) of the employee's immediate family the opportunity to enhance their education by attending classes at the University with the intent of receiving an undergraduate degree.

Policy:

Full time employees ~~who have completed six months of continuous service in an established position~~ at the University are eligible to participate in the Tuition Waiver Program. Employees on leave are not eligible for tuition waiver except when the leave is granted as part of an educational program; however, employee's eligible family members will still be permitted to obtain the tuition waiver.

Eligible employees, employees' spouse, employee's same-sex domestic partner, –or employees' dependent children under the age of twenty five (25) may enroll for up to a combined maximum of ~~six (6)~~seven (7) credit hours of FIU on-campus instruction each semester without payment of the registration fee. Only in-state tuition is covered.

Employees must be admitted as a degree seeking undergraduate or graduate student~~ss, or admitted by a graduate program~~. If approved by their supervisor, the employee may enroll as a special student and take courses that are specifically related to their job assignment.

~~The employee may register in regular lecture and laboratory courses excluding courses in the College of Law, Executive Cohort programs, undergraduate limited access programs, thesis, directed individual study, directed research courses, internships, distance learning, CAPS Professional Development offerings (continuing education courses), or other one-to-one instructional courses.~~

Employees may register in regular lecture and laboratory courses, thesis, directed individual study, directed research courses, and internships. College of Law, College of Medicine, undergraduate limited access programs, and CAPS Professional Development offerings (continuing education courses) are excluded.

The program will cover up to six (6) credit hours per semester for employees admitted to doctoral programs to pay for dissertation courses (7980 – 7989). A maximum of thirty (30) credits will be covered.

For employees admitted to thesis master's programs who have reached the thesis stage, the program will pay tuition for up to three (3) credit hours per semester for thesis courses (6970-6979). A maximum of nine (9) thesis credits will be covered.

Special laboratory or other required student fees must be paid by the individual.

~~Employees attending classes with the intent of attaining an undergraduate or graduate degree must receive a grade of not less than a "B" for courses taken; a lower grade will result in the employee being charged for the course(s). For employees taking more than six (6) credit hours, the "B" grade eligibility will be applied to any six (6) hours receiving a minimum of a "B" grade.~~

An employee attending classes with the intent of attaining an undergraduate or graduate degree must receive a grade of not less than a "B" in an "A-F" graded course or a "P" in a "P/F" graded course; a lower grade will result in the employee being charged for the course(s). For an employee taking more than seven (7) credit hours, the "B" or "P" grade eligibility will be applied to any seven (7) hours receiving a minimum of a "B" or "P" grade.

Employees are to discuss with their supervisor their intent to take classes and should schedule classes during off-duty hours whenever possible. When a desired class cannot be scheduled during off-duty hours, the supervisor may adjust the employee's work schedule, or allow the employee to use annual leave, accumulated compensatory time, or leave without pay based on the department's business necessity. The same rule applies if the employee is attending classes for Professional Development that are related to their job assignment.

In the event that the eligible employee does not enroll for ~~six (6)~~seven (7) credit hours in a given semester, the employee's eligible family members may enroll for the credit hours not being used by the employee, not to exceed a combined total of ~~six (6)~~seven (7) credit hours in-state tuition each semester for employee and family members.

Eligible family members must be admitted to FIU as degree seeking undergraduate or graduate student(s). A verification letter from the Registrar's Office must be provided at the time of application for the Tuition Waiver Program.

~~Family members may register in regular lecture and laboratory courses needed to attain their undergraduate degree. This will exclude courses in the College of Law, Executive Cohort programs, undergraduate limited access programs, directed individual study, directed research courses, internships, distance learning, CAPS Professional Development offerings (continuing education courses), or other one to one instructional courses.~~

Family members may register in regular lecture and laboratory courses, thesis, directed individual study, directed research courses, and internships. College of Law, College of Medicine, undergraduate limited access programs, and CAPS Professional Development offerings (continuing education courses) are excluded.

Special laboratory or other required students fees must be paid by the individual.

~~Family members must receive a grade of not less than a "B" for courses taken; a lower grade will result in the employee being charged for the course(s). For family members taking more than six (6) credit hours, the "B" grade eligibility will be applied to any six (6) hours receiving a minimum of a "B" grade for the individual family member.~~

A family member must receive a grade of not less than a "B" in an "A-F" graded course or a "P" in a "P/F" graded course; a lower grade will result in the employee being charged for the course(s). For a family member taking more than seven (7) credit hours, the "B" or "P" grade eligibility will be applied to any seven (7) hours receiving a minimum of a "B" or "P" grade for the individual family member.

Employees will be responsible for paying tuition for any courses dropped by the employee or the employee's family member after the official Drop/Add period during the first week of classes.

Eligibility will be established by the Division of Human Resources.

Vacation Leave

Purpose:

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

Definitions:

Seniority – continuous service in a job classification. This definition applies to Law Enforcement Personnel, is only for the purpose of this policy, and does not apply to layoffs.

Policy:

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 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.

For Law Enforcement Personnel:

~~Vacations and regular days off shall be scheduled based on business necessity, seniority and employee preference, in this priority order.~~

~~In implementing this provision, nothing shall preclude the University from making reasonable accommodations for extraordinary leave requests or ensuring the fair distribution of leave during holidays.~~

**FLORIDA INTERNATIONAL UNIVERSITY
VACATION ACCRUAL SCHEDULE**

Non-Exempt Personnel

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

Variable Compensation Plan

Purpose:

To establish guidelines to reward exempt and non-exempt employees based on a Variable Compensation Plan.

Policy:

A lump sum payment as part of a Variable Compensation Plan pre-approved for individual departments places 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, goals, pre-established criteria and payout schedule prior to the establishment of the Variable Compensation Plan. The Variable Compensation Plan must be approved by the Division Vice President or Provost and by Human Resources.

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

Veterans' Preference

Purpose:

To provide preference in appointment, employment, and retention in the recruitment and selection process for non-exempt positions, to applicants who request and qualify for veteran's preference.

Policy:

Veteran's Preference must be requested during the application process.

Minimum requirements for the position must be met prior to being considered.

Hiring departments must interview applicants claiming veteran's preference provided that the applicant has not previously exercised their veterans' preference status.