



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

Thursday, September 2, 2010
2:00 p.m. (EST)
Via Conference Call
Listen-only Dial-in # 1-800-708-4508

AGENDA

1. **Call to Order and Chair's Remarks** **Chairman Albert E. Dotson, Sr.**

2. **Action Item**

BT1. Ratification of Amendments to the 2008-11 Collective Bargaining Agreement Between the Florida International University Board of Trustees and the United Faculty of Florida (UFF) – FIU Chapter* **Mark B. Rosenberg**

3. **New Business** (*If any*) **Albert E. Dotson, Sr.**

4. **Concluding Remarks and Adjournment** **Albert E. Dotson, Sr.**

Conference Call information:

- Please call (800)708 - 4508 promptly at 2:00 p.m. (EST) on Thursday, September 2, 2010.
- 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

**Pending final vote from the UFF*

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**THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES**

September 2, 2010

SUBJECT: Ratification of Amendments to the 2008-11 Collective Bargaining Agreement between the Florida International University Board of Trustees and the United Faculty of Florida – FIU Chapter*

Proposed Board Action:

Ratify the Amendments to the 2008-11 Collective Bargaining Agreement between the Florida International University Board of Trustees (the BOT) and the United Faculty of Florida (UFF) – FIU Chapter.

Background Information:

Most of the faculty members at the University (with the exception of the College of Law and the Herbert Wertheim College of Medicine) are in-unit faculty represented by the UFF- FIU Chapter. The UFF is allowed to re-open a certain number of articles and policies each year during the three year-period covered under the Collective Bargaining Agreement between the BOT-UFF.

Representatives of the BOT and the UFF have engaged in collective bargaining and have reached an agreement on the terms of the amendments to certain articles and policies of the 2008-2011 BOT-UFF Collective Bargaining Agreement*.

Florida Board of Governors Regulation 1.001 provides that each board of trustees shall act as the sole public employer with regard to all public employees of its university for the purposes of collective bargaining, and shall serve as the legislative body for the resolution of impasses with regard to collective bargaining matters.

Supporting Documentation:

Term Sheet

Proposed Amendments to the 2008-11 Collective Bargaining Agreement between the Florida International University Board of Trustees and the United Faculty of Florida – FIU Chapter *(in tracked and final form)*

Facilitator/Presenter:

Mark B. Rosenberg

**Pending final vote from the UFF*

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UFF TERM SHEET

- Term: 2009 – 2012 for salaries
2009 – 2011 for all other terms of contract
- Policies: Most contract and policies stayed the same except salaries, assignment of responsibilities, benefits and totality of agreement as outlined below.
- Salaries: The changes in salaries and bonuses are as follows:
- No salary increase for FY 2009-10.
 - Effective the beginning of this fall term (August 17, 2010), the greater of a 2.5% or a \$2,000 across the board retention increase.
 - Merit bonus to eligible faculty from a 1% merit pool effective December 2, 2011.
 - Enlargement of the total annual salary pool from .5% to 1% to award discretionary increases due to greater responsibility, special achievements, competitive offers, etc .
- Assignment of Responsibilities:
- Established parameters for the assignment of research space consistent with existing space allocation guidelines.
 - Established definition of online course consistent with Board of Governors regulations.
 - Clarified intellectual property ownership for online courses.
 - Established consistent payment for online course development.
 - Established parity of compensation/assignment for on line courses with face to face courses.
 - Reduced payment for online course instruction, from \$90 per student to \$60 per student and increased base course size from 30 to 50 students.
 - Established parameters for video recording of online course instruction consistent with current guidelines.
- Benefits:
- Established parameters consistent with current academic policy for Professor Emeritus appointments.
 - Granted tuition waiver benefit to same-sex domestic partners.
 - Increased number of tuition waiver credits per term from 6 to 10 for dependents, spouse and same-sex domestic partners. Employees maintained at 6 credits per term to comply with Florida statute.
- Totality of Agreement:
- Modified to be a prevailing rights clause.

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ARTICLE 11
SALARIES

11.1 ~~2007—2009~~ 2009-2012 Salary Increases

~~(a) **Lump Sum Payment.** On November 1, 2007, all eligible employees shall receive a one-time lump sum payment of \$1,000 in accordance with the 2007-2008 General Appropriations Act.~~

2010 – 2011 Retention Increase: Effective on the first day of Academic Year 2010-2011, all eligible employees who were employed on or before January 4, 2010 and have been continuously employed through the effective date of the increase shall receive the greater of a two and a half percent (2.5%) or a two thousand dollar (\$2,000.00) retention increase to their base salaries.

~~(b)(a) **2011 - 2012 One-time Departmental Merit Bonus.** In addition to the lump sum payment retention increase provided pursuant to 11.1(a), the University shall provide merit increase funds totaling one and one-half percent (1.5%) (1%) of the total bargaining unit payroll as of the last full pay period of the 2007—2008 2010 - 2011 Academic Year on a pro rata basis to departments/units based on their payrolls as of the last full pay period of the 2007—2008 2010- 2011 Academic Year. These funds shall be distributed as one-time merit bonuses to employees within each department or academic unit consistent with the criteria and procedures set forth in the BOT-UFF Policy concerning Employee Performance Evaluation. If merit criteria apply to the entire college/school, the college/school is the unit. All employees are, or upon appointment will be, assigned to an existing department/unit. Such bonuses shall be paid on December 28 2, 2008 2011. To be eligible for a one-time merit bonus, the employee must have been employed on or prior to the beginning of Spring 2008 semester January 4, 2011 and must be continuously employed through the date on which the merit bonus is paid.~~

~~(a) **Retention Increase.** Effective December 28, 2008, all eligible employees who were employed on or prior to the beginning of the Spring 2008 semester and are continuously employed through the effective date shall receive a two percent (2.0%) retention increase to their base salaries as of the last full pay period of the 2007—2008 Academic Year.~~

11.2 (d) 2007-2008 2009 - 2012 Convocation Awards. At the 2007 At the annual Faculty Convocation the FIU Board of Trustees or designee may provide to employees one-time awards totaling no more than 0.16% of the total employee payroll as of the last full pay period of the 2006-2007 end of the prior Academic Year for special achievements, including awards for teaching, research, service, mentorship, librarianship and advising and Distinguished University Professor, according to the selection procedures established by the Faculty Senate. No later than four weeks July 30 of each year, after such awards are presented, the University shall provide the local UFF chapter a listing of such awards showing the name and department of each employee given an award during the previous academic year and the amount and nature of the award.

~~(e) **2008—2009 Convocation Awards.** At the 2008 Faculty Convocation, the FIU Board of Trustees or designee may provide to employees one-time awards totaling no more than 0.16% of the total employee payroll as of the last full pay period of the 2007—2008 Academic Year for special achievements, including awards for teaching, research, service, mentorship, librarianship and advising and Distinguished University Professor, according to the selection procedures established by the Faculty Senate. No later than four weeks after such awards are presented, the University shall provide the local UFF chapter a listing of such awards showing the name and department of each employee given an award and the amount and nature of the award.~~

11.3(f) 2007—2008 2009 - 2012 Discretionary Awards and Increases. In addition to the lump sum payments, one-time merit bonuses, salary increases, and Convocation Awards provided

~~pursuant to 11.1(a),(b), (c), (d), and (e) , during the 2007-2008~~ During the 2009-2010 academic year, the 2010-2011 academic year and the 2011-2012 ~~a~~Academic y~~Year~~ , the FIU Board of Trustees or designee may provide additional salary increases and/or one-time awards totaling no more than ~~one-half of~~ one percent ~~(-0.5%)~~ (1.0%) of the total employee payroll as of the last full pay period of the ~~2006-2007~~ prior A~~academic~~ y~~year~~. These increases may be provided for market equity considerations, including verified counteroffers and compression/inversion; increased duties and responsibilities; special achievements; Summer Faculty Research Awards; litigation/settlements; and similar special situations. No later than ~~four weeks after the end of classes each semester~~ July 30 of each year, the University shall provide a listing of the distribution of these funds to the local chapter of UFF. This list will provide the name and department of the employee and the date, amount and nature of the award or salary increase during the prior academic year.

~~(g) — 2008 – 2009 Discretionary Awards and Increases. — In addition to the lump sum payments, one-time merit bonuses, salary increases and Convocation Awards and discretionary awards provided pursuant to 11.1(a), (b), (c), (d), (e), and (f) , during the 2008-2009 Academic Year, the FIU Board of Trustees or designee may provide additional salary increases and/or one-time awards totaling no more than three-quarters of one percent (0.75%) of the total employee payroll as of the last full pay period of the 2007-2008 Academic Year. These increases may be provided for market equity considerations, including verified counteroffers and compression/inversion; increased duties and responsibilities; special achievements; Summer Faculty Research Awards; litigation/settlements; and similar special situations. No later than four weeks after the end of classes each semester, the University shall provide a listing of the distribution of these funds to the local chapter of UFF. This list will provide the name and department of the employee and the date, amount and nature of the award or salary increase.~~

~~**11.2. Market Equity Study.** — The University shall conduct a Market Equity Study comparing employees' salaries as of the last full pay period of the 2007 – 2008 Academic Year to the national median salary for their ranks and disciplines as reported in the most recent Oklahoma State University Study, ARL data, or, if these are found not to be applicable because they contain no data for a particular field or position, other appropriate national salary data to be agreed to by UFF and the University. No later than February 1, 2009 the University will provide the local UFF chapter, at no charge and in machine readable form, a list showing for each employee name, gender, rank, department/discipline and salary, together with the national median salary for that employee's rank and department/discipline and the data base from which such information was obtained.~~

~~**11.3**~~ **11.4. Promotion Increases.** Effective at the beginning of the academic year in which their promotions are effective, employees shall be awarded promotion increases as follows:

(a) To Assistant University Librarian or Assistant Professor, a nine percent (9%) increase;

(b) To Senior Lecturer, Senior Instructor, Research Associate, Associate Scholar/Scientist/Engineer, Associate University Librarian, or Associate Professor, a ten percent (10%) increase;

(c) To University Lecturer, University Instructor, Scholar/Scientist/Engineer, University Librarian, or Professor, a twelve percent (12%) increase.

~~**11.4**~~ **11.5 Notification to Employees.** All employees shall receive notice of their salary increases on the Salary Increase Notification Form attached as an Appendix to this Agreement not later than two weeks prior to implementation of the salary increases described in this article. Upon request, an

employee shall have the opportunity to consult with the person or committee that makes the initial recommendation for salary increases.

41.5 11.6 Contract and Grant-Funded Employees.

(a) Employees on grants or contracts shall receive salary increases equivalent to similar employees on regular funding, 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. In the event such salary increases are not permitted by the terms of the contract or grant, or in the event adequate funds are not provided, the President or representative shall seek to have the contract or grant modified to permit such increases.

(b) Nothing contained herein shall prevent employees whose salaries are funded by grant agencies from being allotted raises higher than those provided in this Agreement.

41.6 11.7 Report to UFF. Except as otherwise provided in this Article 11, no later than ~~four weeks~~ 30 days after ~~one-time merit bonuses are given or~~ raises any increases or bonuses are implemented, the University shall make available to the local chapter of the UFF, in machine-readable format, accurately by category, all ~~one-time merit bonuses or~~ increases provided pursuant to this Article, showing for each employee the employee's department, ~~and~~ rank, gender, the base salary prior to the increase, and the nature, date and the amount of the ~~one-time salary increase or~~ merit bonus provided and the base salary after the ~~or salary~~ increase.

41.7 11.8 Type of Payment.

(a) For the academic year, duties and responsibilities assigned by the University to an employee that do not exceed the available established FTE for the position shall be compensated through the payment of Salary, not by OPS.

(b) For the academic year, duties and responsibilities assigned by the University to an employee that are in addition to the available established FTE for the position shall be compensated through OPS and not Salary.

41.8 11.9 Grievability. The only issues to be addressed in a grievance filed pursuant to the Article on Grievance Procedure alleging violation of this Article are whether there is unlawful discrimination under Article 6, or whether there is an arbitrary and capricious application of the provisions of one or more sections of this Article.

41.9 11.10 Eligibility. Except as otherwise specified in this Article, an "eligible employee" for the purposes of this Article shall be defined as an employee who has received at least a satisfactory rating overall on his or her most recent annual evaluation. Where no evaluation was given for assigned responsibilities, performance shall be presumed to have been at least satisfactory overall. Employees on paid or unpaid leave who have not had assigned responsibilities during all or part of the previous Academic Year shall be presumed to have been at least satisfactory overall for purposes of qualifying as an "eligible employee" for purposes of this Article.

ARTICLE 17
AMENDMENT AND DURATION

17.1 Effective Date. The Agreement and BOT-UFF Policies shall become effective on the date of ratification by both parties and remain in effect through July 1, 2011, with the exception of the Article 11 Salaries which will remain in effect through July 1, 2012. For contract years 2009-2010 ~~and 2010-2011,~~ the topics of salaries and insurance and up to three additional Articles or BOT-UFF Policies to be chosen by each party will be reopened.

(a) Renegotiations for the agreement term July 1, 2011 through July 1, 2014 shall begin no later than October 1, 2010 and will exclude Article 11 Salaries for 2011-2012.

(b) The parties may agree to include other subjects in their renegotiations.

17.2 Amendments. In the event the Board and the UFF negotiate a mutually acceptable amendment to this Agreement or BOT-UFF Policies, such amendment shall be put in writing and become part of this Agreement or BOT-UFF Policies upon ratification by both parties.

ARTICLE 18
TOTALITY OF AGREEMENT

18.1 Limitation.

The parties acknowledge that during the negotiations which resulted in the Agreement, the Board and the UFF 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 thereby are set forth in this Agreement, ~~and that it shall constitute the entire and sole Agreement between the parties for its duration.~~

~~18.2—No Obligation to Bargain.~~

~~The Board and the UFF, 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.~~

~~18.3~~18.2 Modifications.

Nothing herein shall, ~~however,~~ preclude the parties from mutually agreeing to alter, amend, supplement, delete, enlarge, or modify any of the provisions of ~~this the~~ Agreement in writing by a written Memorandum of Understanding. Any such mutual agreements to alter, amend, supplement, delete, enlarge or modify any of the provisions of this Agreement shall be in writing.

BOT-UFF POLICY ASSIGNMENT OF RESPONSIBILITIES

Purpose: To describe principles and considerations governing assignment of professional responsibilities for employees.

Policy:

1. Professional Obligations. An employee's professional obligation comprises both scheduled and non-scheduled activities. It is a part of the professional responsibility of employees to carry out their duties in an appropriate manner and place. For example, while instructional activities, office hours, student advising, and certain other duties and responsibilities, may be required to be performed at a specific time and place, other non-scheduled activities are more appropriately performed in a manner and place determined by the employee in consultation with his/her supervisor.

2. Annual Assignments. Prior to the beginning of each year of employment, each employee shall be apprised in writing of his/her annual assignment of duties in teaching, research and other creative activities, public service, and of any other specific duties assigned for that year. Except for the initial assignment, the person responsible for making the assignment shall notify the employee prior to making the final written assignment. The assignment shall be communicated to employees no later than six (6) weeks in advance of its starting date, if practicable. Such assignment of responsibilities document shall be signed and dated by both the employee and the person responsible for making the assignment.

3. Considerations in Assignment.

~~(a)~~(A) The employee shall be granted, upon written request, a conference with the person responsible for making the assignment to express concerns regarding:

~~(1)~~(i) the needs of the program or department/unit;

~~(2)~~(ii) the employee's qualifications and experiences, including professional growth and development and preferences;

~~(3)~~(iii) the character of the assignment, including but not limited to the number of hours of instruction, the preparation required, whether the employee has taught the course in the past, the average number of students enrolled in the course in past semesters and the time required by the course, whether travel to another location is required, whether the development of instructional technology, online or electronic courses is required, the number of preparations required, the employee's assignments in other semesters, the terms and conditions of a contract or grant from which the employee is compensated, the use of instructional technology, the availability and adequacy of materials and equipment, secretarial services, student assistants, and other support services needed to perform the assignments, and any changes which have been made in the assignment, including those which may have resulted from previous evaluations of the employee; and

~~(4)~~(iv) the opportunity to fulfill applicable criteria for tenure, promotion, successive fixed multi-year appointments, and merit salary increases.

~~(b)~~(B) If the conference with the person responsible for making the assignment does not resolve the employee's concerns, the employee shall be granted, upon written request, an opportunity to discuss those concerns with an administrator at the next higher level.

~~(e)~~(C) Although the Legislature has described the minimum full academic assignment in terms of twelve (12) contact hours of instruction or equivalent research/scholarship and service, the professional obligation undertaken by an employee will ordinarily be broader than that minimum. In making assignments, the University has the right to determine the types of duties and responsibilities that comprise the professional obligation and to determine the mix or relative proportion of effort an employee may be required to expend on the various components of the obligation.

~~(d)~~(D) The University properly has the obligation constantly to monitor and review the size and number of classes and other activities, to consolidate inappropriately small offerings, and to reduce inappropriately large classes.

~~(e)~~(E) No employee's assignment shall be imposed arbitrarily or unreasonably. If an employee believes that the assignment has been so imposed, the employee should proceed to address the matter through the expedited procedure contained in the Neutral, Internal Resolution of Policy Disputes process. Other claims of alleged violations of this Policy with respect to an employee's assignments are subject to the Neutral, Internal Resolution of Policy Disputes process.

~~(f)~~(F) ———Instructional Assignment. The period of an instructional assignment during an academic year shall not exceed an average of seventy-five (75) days per semester, and the period for testing, advisement, and other scheduled assignments shall not exceed an average of ten (10) days per semester. Within each semester, activities referred to above shall be scheduled during contiguous weeks with the exception of spring break, if any.

~~(g)~~(G) Change in Assignment. Should it become necessary to make changes in an employee's assignment, the person responsible for making the change shall notify the employee prior to making such change and shall specify such change in writing.

4. Equitable Opportunity. Each employee shall be given assignments that provide equitable opportunities, in relation to other employees in the same department/unit, to meet the required criteria for tenure, promotion, successive fixed multi-year appointments, and merit salary increases.

~~(a)~~(A) For the purpose of applying this principle to promotion, assignments shall be considered over the entire period since the original appointment or since the last promotion, not solely over the period of a single annual assignment. The period under consideration at this University shall not be less than four years.

~~(b)~~(B) For the purpose of applying this principle to tenure, assignments shall be considered over the entire period of tenure-earning service and not solely over the period of a single annual assignment.

~~(c)~~(C) If it is determined that an employee was not provided an equitable opportunity for tenure, as described in this section, the employee may be awarded an additional period of employment requiring the University to provide the equitable opportunity as described herein. In ensuing assignments, the Provost or designee must enforce the decision regarding equitable opportunity.

5. Summer Assignment. The summer instructional assignment, like that for the academic year, includes normal activities related to such an assignment as defined by the department/unit and the nature of the course, such as office hours, course preparation, minor curriculum development, lectures, and grading.

When a summer instructional appointment immediately follows the academic year appointment, the employee may be assigned reasonable and necessary non-instructional duties related to the summer instructional appointment prior to the conclusion of the academic year appointment.

6. Place of Employment.

~~(a)~~(A) Principal. Each employee shall be assigned one principal place of employment, as stated in the initial letter of offer. Where possible, an employee shall be given at least nine (9) months notice of a change in principal place of employment. The employee shall be granted, upon written request, a conference with the person responsible for making the change to express concerns regarding such change. Voluntary changes and available new positions within the department shall be considered prior to involuntary changes.

~~(b)~~(B) Secondary. Each employee, where possible, shall be given at least ninety (90) days written notice of assignment to a secondary place of employment, more than fifteen (15) miles from the employee's principal place of employment. The employee shall be granted, upon written request, a conference with the person responsible for making the change to express concerns regarding such change. If the assignment to a secondary place of employment is made within a regular full-time appointment, the supervisor shall make an appropriate adjustment in the assignment in recognition of time spent traveling to a secondary place of employment. Necessary travel expenses, including overnight lodging and meals for all assignments not at the employees' principal place of employment shall be paid at the State rate and in accordance with the applicable provisions of State law. In the event the BOT establishes a new campus, center or similar worksite, either party may request that the provisions of this Policy may be reopened for further bargaining.

7. Teaching Schedule. Teaching schedules shall be established, if practicable, so that the time between the beginning of the first assignment and the end of the last for any one day does not exceed eight (8) hours.

8. Resources₇

(A) Equipment and Materials. When equipment and materials (e.g. photocopies) and/or other resources are reasonably required for classes or to perform other assigned responsibilities there shall be sufficient resources, equipment and materials to allow the performance of assigned responsibilities and to accommodate the students assigned to classes. Employees who prepare course materials for copying at least three (3) working days in advance shall be provided a reasonable number of photocopies at University expense. The provisions of this paragraph shall not be subject to Step 3 of the Neutral, Internal Resolution of Policy Disputes process.

(B) Research Space. Employees who require research space for performance of their assigned responsibilities shall be allocated suitable research space as determined by the University. Every new employee who is promised research space under the terms of his or her letter of offer shall be provided space within the time designated in his or her letter of offer. If occupation of the space is not available within the agreed upon time, the University will provide monthly progress reports to the employee, department chair and Dean with expected availability dates. Employees will be provided at least six (6) months notice of the need to vacate assigned research space. Tenure earning employees will retain allocated research space for the first three (3) years of tenure eligibility unless another location is mutually agreed upon.

9. Workweek. Scheduled hours of all assigned duties for all employees shall not normally exceed forty (40) hours per week. Time shall be allowed within the normal working day for research,

teaching, or other activities required of the employee, when a part of the assigned duties. The BOT-UFF Policy on Leaves shall govern schedule adjustment for holiday assignment.

10. Instructional Technology.

(A) Given the potential of continued growth and emphasis on courses utilizing instructional technology, it is recognized that special considerations in assignment may be necessary, including, but not limited to,

- ~~(a)(i)~~ compensation enhancement and/or adjustment of assignment;
- ~~(b)(ii)~~ availability of support services; including instructional design support;
- ~~(c)(iii)~~ training and development; and
- ~~(d)(iv)~~ necessary equipment.

~~Any new or revised policies on development of Instructional Technology courses shall be bargained with UFF prior to implementation.~~

(B) Online Courses.

(i) Definition of an Online Course. For purposes of this Policy, a course is considered online when at least 80% of the class meetings that would be held for a standard classroom course are replaced by online activities. The parties recognize that employee effort spent in the development of online course materials and in providing online instruction may be greater than that associated with similar face-to face courses and should be taken into consideration, as appropriate, in determining compensation and assignment.

(ii) No employee shall be required to teach a course as an online course nor shall an employee be excluded from teaching a course that he or she is otherwise qualified to teach because he or she does not agree to teach the course as an online course unless the course is only offered online.

(iii) (a) Compensation/Assignment for Online Course Development.

Employees who develop or substantially revise instructional materials for an online course without extra compensation, course release or without the use of FIU Online instructional design services provided by the University maintain full ownership of those online courses. Employees who develop or substantially revise instructional materials for an online course without extra compensation or course release but with the use of FIU Online instructional design services provided by the University maintain full ownership of those online courses but FIU has a limited non-exclusive license to allow another individual to use some or all of such course materials to teach an online section of the same course for a period of three (3) years. When another individual uses substantially all of such materials in the course, the faculty member who created the course materials will be paid \$500 for each time a section of the course is offered, up to \$5,000 maximum per course in that three (3) year period. Employees who develop or substantially revise instructional materials for an online course with extra compensation (either a three-credit-hour course release or \$500 per credit hour at the discretion of the supervisor) maintain ownership of the instructional content of the online course but FIU maintains ownership of the technical design of the online course and has a limited non-exclusive license to allow another individual to use some or all of such course materials to teach an online section of the same course for a period of three (3) years. Except as expressly agreed in this paragraph 10 (B) (iii) (a) or in paragraph 10 (C), below, no employee teaching an online course shall be required as a condition of teaching that course to allow copying, distribution, public performance or display of the employee's instructional materials or the creation of derivative works based on the employee's instructional materials. The University shall use reasonable efforts to prevent the unauthorized copying,

distribution, performance or display of the employee's instructional materials or the creation of derivative works based on the employee's instructional materials through such means as password protection or access to online courses and technologies that prevent downloading or retransmission of instructional materials without the employee's express content.

(b) Compensation/Assignment for Teaching an Online Course. For teaching an online course under an extra compensation appointment, an employee shall be paid no less than \$1,000 per credit hour, plus 1/50 of such extra compensation per student enrolled over 50. For purposes of this Policy, a "section equivalent" of an online course shall be defined as an enrollment of between one and 50 students. If an online course is taught in-load, the employee shall receive a .25 FTE assignment for teaching 1 – 50 students, plus an additional .005 FTE assignment for each student enrolled in the same course between 51 and 200. An employee teaching an online section of more than 200 students in load shall receive a 1.0 FTE plus extra-compensation of 1/50 of the amount that would be paid for one section equivalent of an extra-compensation online course pursuant to this paragraph per student enrolled over 200. Whether an online course is taught in load or as an extra compensation assignment, if the university provides at least one teaching assistant per section equivalent in courses with enrollments over 50, no extra compensation or additional FTE assignment per student will be required for any section equivalent for which a teaching assistant is provided.

(a) Assignment percentages and compensation set forth in this paragraph are based on a three-credit-hour course. Assignment percentages and compensation for courses of fewer or more than three credit hours shall be prorated.

(C) The parties recognize the need in certain limited circumstances to video capture lectures for the educational benefit of students. Reasonable efforts will be made at the time of annual/semester assignment to accommodate employees who do not wish to have lectures or discussions recorded. If an employee teaches courses in a room equipped for recording of class lectures and discussions, the University will make reasonable efforts to insure that the recording of the lecture or discussion does not interfere with classroom instruction. Such efforts will include insuring that equipment used for recording is unobtrusive and maintained in good working order and that students in the classroom are informed in advance by the University that lectures and discussions will be recorded and distributed online. No one who is not enrolled in the section(s) being recorded will be granted access to recorded lectures and discussion in that class except as approved by the employee. The University shall make reasonable efforts to insure that recorded lectures cannot be downloaded for further distribution. Following the final examination date published by the University for that class section, all student access to recorded lectures and discussion will be blocked and all recordings will be erased unless the employee requests a copy for his or her own use. Such recordings shall not be used to evaluate an employee's teaching unless the employee elects to submit such recordings as part of the annual evaluation process. Notwithstanding the recording or distribution of class lectures or discussion pursuant to this paragraph, the copyright in such instructional material shall remain the property of the employee. Whether or not lectures and discussions are recorded and made available to students online, the employee shall have academic freedom to determine grades, including whether attendance and participation will be a factor in students' grades.

BOT-UFF POLICY BENEFITS

1. Benefits Improvements. The Board and UFF support legislation to provide adequate and affordable health insurance to all employees.

2 Part-Time Employees. Part-time employees, except those in positions funded from Other Personal Services funds, are entitled to employer-funded benefits under the provisions of applicable law and rules. Part-time employees should contact the FIU personnel office to determine the nature and extent of the benefits for which they are eligible.

3 Retirement Credit. Retirement credit for employees who are authorized to take uncompensated or partially compensated leaves of absence shall be granted in accordance with applicable law and rules as they may exist at the time leave is granted. The current Florida Retirement System rules also require that to receive full retirement credit, the employee on uncompensated or partially compensated leave must make payment of the retirement contribution that would otherwise be made by the University, plus interest, if applicable. Employees who are to take such a leave of absence should contact the FIU personnel office for complete information prior to taking the leave.

4. Benefits for Retired Employees.

~~(a)(A)~~ Employees retired from FIU shall be eligible, upon request, and, except where otherwise specified in this Policy, on the same basis as other employees, subject to University policies, to receive the following benefits at FIU.

~~(1)(i)~~ _____ Retired employee identification card;
~~(2)(ii)~~ _____ Use of the University library (i.e., public rooms, lending and research service);

~~(3)(iii)~~ _____ Listing in the University directory;
~~(4)(iv)~~ _____ Placement on designated University mailing lists;
~~(5)(v)~~ _____ A University faculty-staff parking decal without charge;
~~(6)(vi)~~ _____ Use of University recreational facilities (retired employees may be charged fees different from those charged to other employees for the use of such facilities);

~~(7)(vii)~~ _____ The right to enroll in courses without payment of fees, on a space available basis in accordance with the provisions of Section 1009.26(4) Florida Statutes;

~~(8)(viii)~~ _____ A mailbox in the department/unit from which the employee retired, subject to space availability; and

~~(9)(ix)~~ _____ A University e-mail address; and

~~(x)~~ _____ Emeritus status normally shall be reserved for those employees who retire after a minimum of five years of employment at FIU. An award of emeritus status shall be based on the employee's past contributions to the University and the profession demonstrated through a record of outstanding teaching, research or service. The decision to grant emeritus status shall be made upon the employee's request to his or her chair or supervisor and pursuant to a vote by the faculty within the employee's department/unit according to criteria and procedures developed by employee's college, school or other appropriate academic unit, and subject to the approval of the Dean of the appropriate academic unit and the Provost, which approvals shall not unreasonably be withheld. The University shall act upon the employee's request within sixty (60) days of the beginning of the Fall or Spring semester following the employee's request or within sixty (60) days of the beginning of the Fall or Spring semester following the employee's retirement, whichever is later.

~~(b)~~(B) In accordance with University policy, and on a space available basis, a University is encouraged to grant a retired employee's request for office or laboratory space.

~~(e)~~(C) With the exception of retirees who participated in the Optional Retirement Program and for whom provisions have been made, as stipulated in Section 5(a) of this Policy, retired employees of any State-administered retirement system are entitled to health insurance subsidy payments in accordance with Section 112.363, Florida Statutes.

5. Optional Retirement Program.

~~(a)~~(A) An Optional Retirement Program is provided for employees in accordance with Florida Statutes and applicable rules of the Division of Retirement including the following provisions:

~~(1)~~(i) Faculty and A&P employees who are in the collective bargaining unit and otherwise eligible for membership in the Florida Retirement System.

~~(2)~~(ii) Any employee whose Optional Retirement Program eligibility results from initial employment will be enrolled as a member of the Optional Retirement Program. If the employee does not execute an annuity contract with an Optional Retirement Program approved provider and notify the Division of Retirement in writing within 90 days, the employee will be enrolled as a member of the Florida Retirement System.

~~(3)~~(iii) No accrued service credit or vested retirement benefits will be lost if an employee participates in the Optional Retirement Program;

~~(4)~~(iv) Benefits under the Optional Retirement Program shall be fully and immediately vested in the participating employees;

~~(5)~~(v) The employer shall contribute to the Optional Retirement Program, on behalf of each employee participating in the program, an amount equal to the normal cost portion of the employer's contribution to the Florida Retirement System, as well as an amount equal to the employer's contribution to the Retiree Health Insurance Subsidy program on behalf of non-Optional Retirement participants (see Section 112.363(8), Florida Statutes), less a reasonable and necessary amount, as determined by the Legislature, which shall be provided to the Division of Retirement for administering the program; and

~~(6)~~(vi) A participating employee may contribute to the Optional Retirement Program, by salary reduction or deduction, a percentage amount of the employee's gross compensation not to exceed the percentage amount contributed by the employer to the Optional Retirement Program, but in no case may such contribution exceed federal limitations.

~~(b)~~(B) The parties agree to inform eligible employees regarding the existence and impact of the Optional Retirement Program upon their retirement benefits.

~~(e)~~(C) If the UFF is concerned with the performance of any aspect of the Optional Retirement Program, whether administered by the Board or another State agency, the UFF has a right to consult with the Board regarding such concern. As a result of such consultation, the parties may agree to an approach to address the concern if it lies outside the Board's statutory authority.

6. Phased Retirement Program.

~~(a)~~ ~~(A)~~—Eligibility.

~~(1)~~ ~~(i)~~ Employees who have accrued at least six (6) years of creditable service in the Florida or Teachers Retirement System (FRS, TRS) or Optional Retirement Program (ORP), except those employees referenced in 6(a)(2), are eligible to participate in the Phased Retirement Program. Such eligibility shall expire on the employee's 63rd birthday. Employees who decide to participate must provide written notice to the University of such decision prior to the expiration of their eligibility, or thereafter forfeit such eligibility. Employees who choose to participate must retire with an effective date not later than 180 days, nor less than ninety (90) days, after they submit such written notice, except that when the end of this 180 day period falls within a semester, the period may be extended to no later than the beginning of the subsequent term (semester or summer, as appropriate).

~~(2)~~ ~~(ii)~~ Employees not eligible to participate in the Phased Retirement Program include those who have received notice of non-reappointment, layoff, or termination, and those who participate in the State's Deferred Retirement Option Program (DROP).

~~(b)~~ ~~(B)~~ Program Provisions.

~~(1)~~ ~~(i)~~ All participants must retire and thereby relinquish all rights to tenure/permanent status as described in the BOT-UFF Agreement, except as stated otherwise in this Policy. Participants' retirement benefits shall be determined as provided under Florida Statutes and the rules of the Division of Retirement.

~~(2)~~ ~~(ii)~~ Payment for Unused Leave. Participants shall, upon retirement, receive payment for any unused annual leave and sick leave to which they are entitled.

~~(3)~~ ~~(iii)~~ Re-employment.

a. Prior to re-employment, participants in the Phased Retirement Program must remain off the FIU payroll for ~~one (1) calendar~~ at least six (6) months following the effective date of retirement in order to validate their retirement, as required by the Florida Division of Retirement. Participants must comply with the re-employment limitations ~~that apply to the second through twelfth month of retirement, pursuant to the provisions of either~~ the Florida Retirement System (which includes ORP) ~~or the Teachers Retirement System, as appropriate.~~

b. Participants shall be offered re-employment, in writing, by the University under an Other Personal Services (OPS) contract for one-half of the academic year; however, the University and employee may agree to less than one-half of the academic year. The written re-employment offer shall contain the text of Section 6(b)(3)d. below.

c. Compensation during the period of re-employment shall be at a salary proportional to the participant's salary prior to retirement, including an amount comparable to the pre-retirement employer contribution for health and life insurance and an allowance for any taxes associated with this amount. The assignment shall be scheduled within one (1) semester unless the participant and the University agree otherwise, beginning with the academic year next following the date of retirement and subject to the condition outlined in (3)a.

d. Participants shall notify the University in writing regarding acceptance or rejection of an offer of re-employment not later than thirty (30) days after the employee's receipt of the written re-employment offer. Failure to notify the University regarding re-employment may result in the employee's forfeiting re-employment for that academic year.

~~(4)~~(iv) Leave for Illness/Injury.

a. Each participant shall be credited with five (5) days of leave with pay at the beginning of each full-time semester appointment. For less than full-time appointments, the leave shall be credited on a pro-rata basis with the assigned FTE. This leave is to be used in increments of not less than four (4) hours (½ day) when the participant is unable to perform assigned duties as a result of illness or injury of the participant or a member of the participant's immediate family. For the purposes of this Section, immediate family shall include the participant's spouse, mother, father, brother, sister, natural, adopted, or step child, or other relative living in the participant's household.

b. Such leave may be accumulated; however, upon termination of the post-retirement re-employment period, the participant shall not be reimbursed for unused leave.

~~(5)~~(v) Personal Non-Medical Leave.

Each participant who was on a twelve (12) month appointment upon entering the Phased Retirement Program and whose assignment during the period of re-employment is the same as that during the twelve(12) month appointment shall be credited with five (5) days of leave with pay at the beginning of each full-time semester appointment. This leave is to be used in increments of not less than four (4) hours (½ day) for personal reasons unrelated to illness or injury. Except in the case of emergency, the employee shall provide at least two (2) days notice of the intended leave. Approval of the dates on which the employee wishes to take such leave shall be at the discretion of the supervisor and shall be subject to the consideration of departmental and organizational scheduling.

Such leave shall not be accumulated, nor shall the participant be reimbursed for unused leave upon termination of the post-retirement period.

~~(6)~~ (vi) Re-employment Period.

a. The period of re-employment obligation shall extend over five (5) consecutive academic years, beginning with the academic year next following the date of retirement. No further notice of cessation of employment is required.

b. The period of re-employment obligation shall not be shortened by the University, except under the provisions of BOT-UFF Policy on Disciplinary Action and Job Abandonment. During the period of re-employment, participants are to be treated, based on status at point of retirement, as tenured status employees or non-tenure-earning status employees with five (5) or more years of continuous service, as appropriate, for purposes of the Layoff and Recall provisions of the BOT-UFF Agreement

~~(7)~~(vii) Declining Re-employment. A participant may decline an offer of re-employment during any academic year. Such a decision shall not extend the period of re-employment beyond the period described in this Policy. At the conclusion of the re-employment period, the University may, at its option, continue to re-employ participants in this program on a year-to-year basis.

~~(8)~~(viii) Salary Increases. Participants shall receive all increases guaranteed to employees in established positions, in an amount proportional to their part-time appointment, and shall be eligible for non-guaranteed salary increases on the same basis as other employees.

~~(9)~~(ix) Preservation of Rights. Participants shall retain all rights, privileges, and

benefits of employment, as provided in laws, rules, the BOT-UFF Agreement, and BOT-UFF Policies and other University policies, subject to the conditions contained in this Policy.

~~(10)(x)~~ Payroll Deductions. The UFF payroll deductions, as specified in the BOT-UFF Agreement, if applicable, shall be continued for a program participant during each re-employment period.

~~(11)(xi)~~ Contracts and Grants. Nothing shall prevent the employer or the participant, consistent with law and rule, from supplementing the participant's employment with contracts or grants.

~~(12)(xii)~~ The decision to participate in the Phased Retirement Program is irrevocable after the required approval document has been executed by all parties.

7. Free University Courses for Employees. Full-time employees, including employees on sabbaticals or on professional development or grants-in-aid leave, their spouses, same-sex domestic partners and dependent children under the age of twenty-five (25) may enroll for a combined maximum of up to ~~six (6)~~ ten (10) credit hours of FIU instruction per term (Fall, Spring, or Summer), with employees enrolling in no more than six (6) credit hours of the total 10 (ten) credit hours per term, without payment of the in-state portion of tuition, tuition differential, or the following fees: and fees on the same terms as such courses are available to out-of-unit employees.—financial aid fees, capital improvement trust fund fees, building fees, athletic fees, activity and service fees. Free university courses provided pursuant to this paragraph will be subject to the following conditions:

- (A) Spouses, same-sex domestic partners and dependent children under the age of twenty-five (25) must be admitted to FIU as degree seeking undergraduate or graduate students.
- (B) Employees may enroll either as degree-seeking students or as special students on a space available basis.
- (C) An application on the form attached as Appendix G, Attachment 5 (for employee) or as Appendix G, Attachment 6 (for spouse, same-sex domestic partner or dependent child under the age of 25) must be provided before the first week of classes to Human Resources, who will verify eligibility for the waiver of tuition and fees.
- (D) Employees should discuss with their supervisors their intent to take classes and should schedule classes during non-working hours to ensure there is no conflict with assigned responsibilities. When a desired class cannot be scheduled during non-working hours, the supervisor may allow the employee to use annual leave or modify his or her assignment based on departmental needs.
- (E) Enrollment must be in regular lecture or laboratory courses, thesis or dissertation, directed individual studies, directed research courses or internships. College of Law, College of Medicine, and continuing education courses are excluded. The tuition and fee waiver shall not apply to tuition and fees for courses restricted to students who are admitted as majors in the following limited access degree programs that have limited enrollments: Bachelor of Science in Hospitality Management, Bachelor of Science in Nursing, Bachelor of Arts/Fine Arts in Theater, and Bachelor of Science in Dietetics and Nutrition.
- (F) A maximum of thirty (30) credits will be covered for dissertation courses (7980-7989).

(G) A maximum of nine (9) credits will be covered for thesis courses (6970-6979)

(H) The employee will be responsible for paying the tuition and fees for any courses dropped (except for courses dropped on an emergency basis) by the employee, his or her spouse, same-sex domestic partner or dependent child under the age of twenty-five (25) after the official Drop/Add period during the first week of classes. If the individual withdraws from the university before the end of the last day to withdraw from the University with a 25% refund of tuition, the employee will be responsible for paying that portion of tuition and fees that is not subject to refund.

(I) A student enrolled in a "A-F" graded course must receive a grade of "C" or better in any undergraduate level course or a grade of "B" or better in any graduate level course. A student enrolled in a "P/F" graded course must receive a "P". Receipt of a lower grade will result in the employee's being charged for the course.

8. Employee Assistance Programs. The University, as part of its Employee Assistance Program (EAP), will provide assessment, referral, follow-up consultation, short-term counseling, and other services for employees with personal, family, job stress, or substance abuse problems. Any policies created or revised by the University in the development or operation of its EAP shall be bargained with the UFF Chapter.

9. Pre-tax Benefits Program. The Board shall continue to provide a pre-tax benefits program for salaried FIU employees, which include the opportunity to: (1) pay for their State insurance premiums on a pre-tax basis and, (2) utilize flexible spending accounts for medical and dependent care expenses.

10. Same-Sex Domestic Partnership Health Insurance Stipend. The University will provide employees same-sex domestic partnership health insurance stipends under the same terms and conditions as such stipends are provided to the domestic partners of out-of-unit FIU employees.

FLORIDA INTERNATIONAL UNIVERSITY
APPLICATION OF EMPLOYEE FOR ENROLLMENT IN
THE BOT-UFF (FACULTY AND LIBRARIAN) EMPLOYEE TUITION WAIVER PROGRAM

Fulltime employees who are in the UFF (Faculty and Librarian) bargaining unit may enroll for no more than six (6) credit hours per semester (Fall, Spring, Summer). Employees participating in this program may register on a space available basis.

TO BE COMPLETED BY EMPLOYEE (Please type or print form.)

Last Name _____ First Name _____ MI _____

Panther ID _____

Employee's Title _____ Department Name _____ Work phone _____

Term Enrolled: _____ Fall _____ Spring _____ Summer _____
Year _____

List course(s) for which you wish to enroll (up to six credit hours per semester). Please include alternate class selections. A maximum of 30 dissertation credits (7980 – 7989) and a maximum of 9 thesis credits (6970 – 6979) will be covered. Please attach a copy of your class schedule.

<u>Reference #</u>	<u>Course #</u>	<u>Course Title</u>	<u>Class Time</u>	<u>Class Day(s)</u>	<u>Grading Option</u>	<u># Credit Hours</u>

I certify that I am a full-time employee in the UFF bargaining unit. I understand that a condition of this tuition waiver program is that I receive a grade no lower than C in each undergraduate course and no lower than B in each graduate course taken under the program. I understand that if I receive a grade lower than C in each undergraduate course, lower than B in each graduate course or if I drop a course after the official Drop-Add period, except in case of an emergency, by this application I authorize Florida International University to make a payroll deduction for six (6) biweekly pay periods to reimburse the University the cost of tuition and fees waived. If I withdraw from the University before the end of the last day to withdraw from the university with a 25% refund of tuition, I will be responsible for paying that portion of tuition and fees that is not subject to refund. The University Cashier's Office will determine the amount of the deduction based on the courses involved. It is my responsibility to inform the Cashier's Office if the amount being deducted is incorrect. The biweekly deductions will begin approximately three (3) weeks after grades are submitted. If I go on leave of absence or cease to be employed at the University prior to reimbursing the University the total amount due, I

authorize the University to deduct the remaining amount from my final paycheck or from any other funds due me. If these funds are not sufficient, I agree to pay the University the remaining amount in accordance with University policy.

Employee's Signature Date

Division of Human Resources Use Only—Do Not Write below this Line

Full time employee: Yes _____ No _____ Employee's Date of Hire _____

The courses listed above are hereby APPROVED DISAPPROVED

Human Resources Signature Date

Distribution: Original- Human Resources Copy - Cashier's Office Copy - Employee

FLORIDA INTERNATIONAL UNIVERSITY
APPLICATION OF SPOUSE, SAME-SEX DOMESTIC PARTNER OR DEPENDENT CHILD
FOR ENROLLMENT IN THE BOT-UFF (FACULTY AND LIBRARIAN) EMPLOYEE TUITION WAIVER
PROGRAM

Fulltime employees who are in the UFF (Faculty and Librarian) bargaining unit, their spouses, same-sex domestic partners, and dependent children under the age of twenty-five (25) may enroll for a combined maximum of ten (10) credit hours each semester (Fall, Spring or Summer). Individuals other than employees participating in this program must be degree-seeking students and may register during the regular registration period.

TO BE COMPLETED BY INDIVIDUAL APPLYING FOR WAIVER:
(Please type or print form.)

<u>Employee’s Last Name</u>	<u>First Name</u>	<u>MI</u>
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<u>Applicant’s Last Name</u>	<u>First Name</u>	<u>MI</u>
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<u>Employee’s Panther ID</u>	<u>Applicant’s Panther ID</u>
------------------------------	-------------------------------

Applicant’s Relationship to Employee:

(Affidavit of legal dependent or same-sex domestic partner [available at http://hr.fiu.edu/index.php?name=forms_library] with supporting documents, must be attached if not already on file with FIU Human Resources. If applicant is spouse of employee, copy of marriage license must be attached, if not already on file with Human Resources.)

If Applicant is the dependent child of Employee, please provide date of birth:

I, _____, certify that I am fully admitted as a degree seeking student.

Term Enrolled: _____
Fall Spring Summer
Year

List course(s) for which you wish to enroll (up to ten credit hours per semester). Please include alternate class selections. A maximum of 30 dissertation credits (7980 – 7989) and a maximum of 9 thesis credits (6970 – 6979) will be covered. Please attach a copy of your class schedule.

Reference #	Course #	Course Title	Class Time	Class Day(s)	Grading Option	# Credit Hours

Applicant's Signature

Date

TO BE COMPLETED BY EMPLOYEE:

I certify that I am a full-time employee in the UFF bargaining unit. I understand that a condition of this tuition waiver program is that the individual enrolled receives a grade no lower than C in each undergraduate course and no lower than B in each graduate course taken under the program. I understand that if the individual enrolled receives a grade lower than C in each undergraduate course, lower than B in each graduate course, or drops a course after the official Drop-Add period, except in case of an emergency, by this application I authorize Florida International University to make a payroll deduction for six (6) biweekly pay periods to reimburse the University the cost of tuition and fees waived. If the individual enrolled withdraws from the University before the end of the last day to withdraw from the university with a 25% refund of tuition, I will be responsible for paying that portion of tuition and fees that is not subject to refund. The University Cashier's Office will determine the amount of the deduction based on the courses involved. It is my responsibility to inform the Cashier's Office if the amount being deducted is incorrect. The biweekly deductions will begin approximately three (3) weeks after grades are submitted. If I go on leave of absence or cease to be employed at the University prior to reimbursing the University the total amount due, I authorize the University to deduct the remaining amount from my final paycheck or from any other funds due me. If these funds are not sufficient, I agree to pay the University the remaining amount in accordance with University policy.

Employee's Signature

Date

Division of Human Resources Use Only—Do Not Write below this Line

Full time employee: Yes _____ No _____ Employee's Date of Hire _____

The courses listed above are hereby APPROVED _____ DISAPPROVED _____

Human Resources Signature

Date

Distribution: Original- Human Resources Copy - Cashier's Office Copy - Employee

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ARTICLE 11
SALARIES

11.1 2009-2012 Salary Increases

2010 – 2011 Retention Increase: Effective on the first day of Academic Year 2010-2011, all eligible employees who were employed on or before January 4, 2010 and have been continuously employed through the effective date of the increase shall receive the greater of a two and a half percent (2.5%) or a two thousand dollar (\$2,000.00) retention increase to their base salaries.

(a) **2011 - 2012 One-time Departmental Merit Bonus.** In addition to the retention increase provided pursuant to 11.1(a), the University shall provide merit funds totaling one percent (1%) of the total bargaining unit payroll as of the last full pay period of the 2010 - 2011 Academic Year on a pro rata basis to departments/units based on their payrolls as of the last full pay period of the 2010- 2011 Academic Year. These funds shall be distributed as one-time merit bonuses to employees within each department or academic unit consistent with the criteria and procedures set forth in the BOT-UFF Policy concerning Employee Performance Evaluation. If merit criteria apply to the entire college/school, the college/school is the unit. All employees are, or upon appointment will be, assigned to an existing department/unit. Such bonuses shall be paid on December 2, 2011. To be eligible for a one-time merit bonus, the employee must have been employed on or prior to January 4, 2011 and must be continuously employed through the date on which the merit bonus is paid.

11.2 2009 - 2012 Convocation Awards. At the annual Faculty Convocation the FIU Board of Trustees or designee may provide to employees one-time awards totaling no more than 0.16% of the total employee payroll as of the end of the prior Academic Year for special achievements, including awards for teaching, research, service, mentorship, librarianship and advising and Distinguished University Professor, according to the selection procedures established by the Faculty Senate. No later than July 30 of each year, the University shall provide the local UFF chapter a listing of such awards showing the name and department of each employee given an award during the previous academic year and the amount and nature of the award.

11.3 2009 - 2012 Discretionary Awards and Increases. During the 2009-2010 academic year, the 2010-2011 academic year and the 2011-2012 academic year, the FIU Board of Trustees or designee may provide additional salary increases and/or one-time awards totaling no more than one percent (1.0%) of the total employee payroll as of the last full pay period of the prior academic year. These increases may be provided for market equity considerations, including verified counteroffers and compression/inversion; increased duties and responsibilities; special achievements; Summer Faculty Research Awards; litigation/settlements; and similar special situations. No later than July 30 of each year, the University shall provide a listing of the distribution of these funds to the local chapter of UFF. This list will provide the name and department of the employee and the date, amount and nature of the award or salary increase during the prior academic year.

11.4. Promotion Increases. Effective at the beginning of the academic year in which their promotions are effective, employees shall be awarded promotion increases as follows:

(a) To Assistant University Librarian or Assistant Professor, a nine percent (9%) increase;

(b) To Senior Lecturer, Senior Instructor, Research Associate, Associate Scholar/Scientist/Engineer, Associate University Librarian, or Associate Professor, a ten percent (10%) increase;

(c) To University Lecturer, University Instructor, Scholar/Scientist/Engineer, University Librarian, or Professor, a twelve percent (12%) increase.

11.5 Notification to Employees. All employees shall receive notice of their salary increases on the Salary Increase Notification Form attached as an Appendix to this Agreement not later than two weeks prior to implementation of the salary increases described in this article. Upon request, an employee shall have the opportunity to consult with the person or committee that makes the initial recommendation for salary increases.

11.6 Contract and Grant-Funded Employees.

(a) Employees on grants or contracts shall receive salary increases equivalent to similar employees on regular funding, 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. In the event such salary increases are not permitted by the terms of the contract or grant, or in the event adequate funds are not provided, the President or representative shall seek to have the contract or grant modified to permit such increases.

(b) Nothing contained herein shall prevent employees whose salaries are funded by grant agencies from being allotted raises higher than those provided in this Agreement.

11.7 Report to UFF. Except as otherwise provided in this Article 11, no later than 30 days after any increases or bonuses are implemented, the University shall make available to the local chapter of the UFF, in machine-readable format, accurately by category, all increases provided pursuant to this Article, showing for each employee the employee's department, rank, gender, the base salary prior to the increase, the amount of the salary increase or merit bonus provided and the base salary after the salary increase.

11.8 Type of Payment.

(a) For the academic year, duties and responsibilities assigned by the University to an employee that do not exceed the available established FTE for the position shall be compensated through the payment of Salary, not by OPS.

(b) For the academic year, duties and responsibilities assigned by the University to an employee that are in addition to the available established FTE for the position shall be compensated through OPS and not Salary.

11.9 Grievability. The only issues to be addressed in a grievance filed pursuant to the Article on Grievance Procedure alleging violation of this Article are whether there is unlawful discrimination under Article 6, or whether there is an arbitrary and capricious application of the provisions of one or more sections of this Article.

11.10 Eligibility. Except as otherwise specified in this Article, an "eligible employee" for the purposes of this Article shall be defined as an employee who has received at least a satisfactory rating overall on his or her most recent annual evaluation. Where no evaluation was given for assigned responsibilities, performance shall be presumed to have been at least satisfactory overall. Employees on paid or unpaid leave who have not had assigned responsibilities during all or part of the previous Academic Year shall be presumed to have been at least satisfactory overall for purposes of qualifying as an "eligible employee" for purposes of this Article.

ARTICLE 17
AMENDMENT AND DURATION

17.1 Effective Date. The Agreement and BOT-UFF Policies shall become effective on the date of ratification by both parties and remain in effect through July 1, 2011, with the exception of the Article 11 Salaries which will remain in effect through July 1, 2012. For contract year 2009-2010 the topics of salaries and insurance and up to three additional Articles or BOT-UFF Policies to be chosen by each party will be reopened.

(a) Renegotiations for the agreement term July 1, 2011 through July 1, 2014 shall begin no later than October 1, 2010 and will exclude Article 11 Salaries for 2011-2012.

(b) The parties may agree to include other subjects in their renegotiations.

17.2 Amendments. In the event the Board and the UFF negotiate a mutually acceptable amendment to this Agreement or BOT-UFF Policies, such amendment shall be put in writing and become part of this Agreement or BOT-UFF Policies upon ratification by both parties.

ARTICLE 18
TOTALITY OF AGREEMENT

18.1 Limitation.

The parties acknowledge that during the negotiations which resulted in the Agreement, the Board and the UFF 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 thereby are set forth in this Agreement.

18.2 Modifications.

Nothing herein shall preclude the parties from mutually agreeing to alter, amend, supplement, delete, enlarge, or modify any of the provisions of the Agreement by a written Memorandum of Understanding. Any such mutual agreements to alter, amend, supplement, delete, enlarge or modify any of the provisions of this Agreement shall be in writing.

BOT-UFF POLICY ASSIGNMENT OF RESPONSIBILITIES

Purpose: To describe principles and considerations governing assignment of professional responsibilities for employees.

Policy:

1. Professional Obligations. An employee's professional obligation comprises both scheduled and non-scheduled activities. It is a part of the professional responsibility of employees to carry out their duties in an appropriate manner and place. For example, while instructional activities, office hours, student advising, and certain other duties and responsibilities, may be required to be performed at a specific time and place, other non-scheduled activities are more appropriately performed in a manner and place determined by the employee in consultation with his/her supervisor.

2. Annual Assignments. Prior to the beginning of each year of employment, each employee shall be apprised in writing of his/her annual assignment of duties in teaching, research and other creative activities, public service, and of any other specific duties assigned for that year. Except for the initial assignment, the person responsible for making the assignment shall notify the employee prior to making the final written assignment. The assignment shall be communicated to employees no later than six (6) weeks in advance of its starting date, if practicable. Such assignment of responsibilities document shall be signed and dated by both the employee and the person responsible for making the assignment.

3. Considerations in Assignment.

(A) The employee shall be granted, upon written request, a conference with the person responsible for making the assignment to express concerns regarding:

(i) the needs of the program or department/unit;

(ii) the employee's qualifications and experiences, including professional growth and development and preferences;

(iii) the character of the assignment, including but not limited to the number of hours of instruction, the preparation required, whether the employee has taught the course in the past, the average number of students enrolled in the course in past semesters and the time required by the course, whether travel to another location is required, whether the development of instructional technology, online or electronic courses is required, the number of preparations required, the employee's assignments in other semesters, the terms and conditions of a contract or grant from which the employee is compensated, the use of instructional technology, the availability and adequacy of materials and equipment, secretarial services, student assistants, and other support services needed to perform the assignments, and any changes which have been made in the assignment, including those which may have resulted from previous evaluations of the employee; and

(iv) the opportunity to fulfill applicable criteria for tenure, promotion, successive fixed multi-year appointments, and merit salary increases.

(B) If the conference with the person responsible for making the assignment does not resolve the employee's concerns, the employee shall be granted, upon written request, an opportunity to discuss those concerns with an administrator at the next higher level.

(C) Although the Legislature has described the minimum full academic assignment in terms of twelve (12) contact hours of instruction or equivalent research/scholarship and service, the professional obligation undertaken by an employee will ordinarily be broader than that minimum. In making assignments, the University has the right to determine the types of duties and responsibilities that comprise the professional obligation and to determine the mix or relative proportion of effort an employee may be required to expend on the various components of the obligation.

(D) The University properly has the obligation constantly to monitor and review the size and number of classes and other activities, to consolidate inappropriately small offerings, and to reduce inappropriately large classes.

(E) No employee's assignment shall be imposed arbitrarily or unreasonably. If an employee believes that the assignment has been so imposed, the employee should proceed to address the matter through the expedited procedure contained in the Neutral, Internal Resolution of Policy Disputes process. Other claims of alleged violations of this Policy with respect to an employee's assignments are subject to the Neutral, Internal Resolution of Policy Disputes process.

(F) Instructional Assignment. The period of an instructional assignment during an academic year shall not exceed an average of seventy-five (75) days per semester, and the period for testing, advisement, and other scheduled assignments shall not exceed an average of ten (10) days per semester. Within each semester, activities referred to above shall be scheduled during contiguous weeks with the exception of spring break, if any.

(G) Change in Assignment. Should it become necessary to make changes in an employee's assignment, the person responsible for making the change shall notify the employee prior to making such change and shall specify such change in writing.

4. Equitable Opportunity. Each employee shall be given assignments that provide equitable opportunities, in relation to other employees in the same department/unit, to meet the required criteria for tenure, promotion, successive fixed multi-year appointments, and merit salary increases.

(A) For the purpose of applying this principle to promotion, assignments shall be considered over the entire period since the original appointment or since the last promotion, not solely over the period of a single annual assignment. The period under consideration at this University shall not be less than four years.

(B) For the purpose of applying this principle to tenure, assignments shall be considered over the entire period of tenure-earning service and not solely over the period of a single annual assignment.

(C) If it is determined that an employee was not provided an equitable opportunity for tenure, as described in this section, the employee may be awarded an additional period of employment requiring the University to provide the equitable opportunity as described herein. In ensuing assignments, the Provost or designee must enforce the decision regarding equitable opportunity.

5. Summer Assignment. The summer instructional assignment, like that for the academic year, includes normal activities related to such an assignment as defined by the department/unit and the nature of the course, such as office hours, course preparation, minor curriculum development, lectures, and grading.

When a summer instructional appointment immediately follows the academic year appointment, the employee may be assigned reasonable and necessary non-instructional duties related to the summer instructional appointment prior to the conclusion of the academic year appointment.

6. Place of Employment.

(A) Principal. Each employee shall be assigned one principal place of employment, as stated in the initial letter of offer. Where possible, an employee shall be given at least nine (9) months notice of a change in principal place of employment. The employee shall be granted, upon written request, a conference with the person responsible for making the change to express concerns regarding such change. Voluntary changes and available new positions within the department shall be considered prior to involuntary changes.

(B) Secondary. Each employee, where possible, shall be given at least ninety (90) days written notice of assignment to a secondary place of employment, more than fifteen (15) miles from the employee's principal place of employment. The employee shall be granted, upon written request, a conference with the person responsible for making the change to express concerns regarding such change. If the assignment to a secondary place of employment is made within a regular full-time appointment, the supervisor shall make an appropriate adjustment in the assignment in recognition of time spent traveling to a secondary place of employment. Necessary travel expenses, including overnight lodging and meals for all assignments not at the employees' principal place of employment shall be paid at the State rate and in accordance with the applicable provisions of State law. In the event the BOT establishes a new campus, center or similar worksite, either party may request that the provisions of this Policy may be reopened for further bargaining.

7. Teaching Schedule. Teaching schedules shall be established, if practicable, so that the time between the beginning of the first assignment and the end of the last for any one day does not exceed eight (8) hours.

8. Resources.

(A) Equipment and Materials. When equipment and materials (e.g. photocopies) and/or other resources are reasonably required for classes or to perform other assigned responsibilities there shall be sufficient resources, equipment and materials to allow the performance of assigned responsibilities and to accommodate the students assigned to classes. Employees who prepare course materials for copying at least three (3) working days in advance shall be provided a reasonable number of photocopies at University expense. The provisions of this paragraph shall not be subject to Step 3 of the Neutral, Internal Resolution of Policy Disputes process.

(B) Research Space. Employees who require research space for performance of their assigned responsibilities shall be allocated suitable research space as determined by the University. Every new employee who is promised research space under the terms of his or her letter of offer shall be provided space within the time designated in his or her letter of offer. If occupation of the space is not available within the agreed upon time, the University will provide monthly progress reports to the employee, department chair and Dean with expected availability dates. Employees will be provided at least six (6) months notice of the need to vacate assigned research space. Tenure earning employees will retain allocated research space for the first three (3) years of tenure eligibility unless another location is mutually agreed upon.

9. Workweek. Scheduled hours of all assigned duties for all employees shall not normally exceed forty (40) hours per week. Time shall be allowed within the normal working day for research,

teaching, or other activities required of the employee, when a part of the assigned duties. The BOT-UFF Policy on Leaves shall govern schedule adjustment for holiday assignment.

10. Instructional Technology.

(A) Given the potential of continued growth and emphasis on courses utilizing instructional technology, it is recognized that special considerations in assignment may be necessary, including, but not limited to,

- (i) compensation enhancement and/or adjustment of assignment;
- (ii) availability of support services, including instructional design support;
- (iii) training and development; and
- (iv) necessary equipment.

(B) Online Courses.

(i) Definition of an Online Course. For purposes of this Policy, a course is considered online when at least 80% of the class meetings that would be held for a standard classroom course are replaced by online activities. The parties recognize that employee effort spent in the development of online course materials and in providing online instruction may be greater than that associated with similar face-to face courses and should be taken into consideration, as appropriate, in determining compensation and assignment.

(ii) No employee shall be required to teach a course as an online course nor shall an employee be excluded from teaching a course that he or she is otherwise qualified to teach because he or she does not agree to teach the course as an online course unless the course is only offered online.

(iii) (a) Compensation/Assignment for Online Course Development.

Employees who develop or substantially revise instructional materials for an online course without extra compensation, course release or without the use of FIU Online instructional design services provided by the University maintain full ownership of those online courses. Employees who develop or substantially revise instructional materials for an online course without extra compensation or course release but with the use of FIU Online instructional design services provided by the University maintain full ownership of those online courses but FIU has a limited non-exclusive license to allow another individual to use some or all of such course materials to teach an online section of the same course for a period of three (3) years. When another individual uses substantially all of such materials in the course, the faculty member who created the course materials will be paid \$500 for each time a section of the course is offered, up to \$5,000 maximum per course in that three (3) year period. Employees who develop or substantially revise instructional materials for an online course with extra compensation (either a three-credit-hour course release or \$500 per credit hour at the discretion of the supervisor) maintain ownership of the instructional content of the online course but FIU maintains ownership of the technical design of the online course and has a limited non-exclusive license to allow another individual to use some or all of such course materials to teach an online section of the same course for a period of three (3) years. Except as expressly agreed in this paragraph 10 (B) (iii) (a) or in paragraph 10 (C), below, no employee teaching an online course shall be required as a condition of teaching that course to allow copying, distribution, public performance or display of the employee's instructional materials or the creation of derivative works based on the employee's instructional materials. The University shall use reasonable efforts to prevent the unauthorized copying, distribution, performance or display of the employee's instructional materials or the creation of derivative works based on the employee's instructional materials through such means as password

protection or access to online courses and technologies that prevent downloading or retransmission of instructional materials without the employee's express content.

(b) Compensation/Assignment for Teaching an Online Course. For teaching an online course under an extra compensation appointment, an employee shall be paid no less than \$1,000 per credit hour, plus 1/50 of such extra compensation per student enrolled over 50. For purposes of this Policy, a "section equivalent" of an online course shall be defined as an enrollment of between one and 50 students. If an online course is taught in-load, the employee shall receive a .25 FTE assignment for teaching 1 – 50 students, plus an additional .005 FTE assignment for each student enrolled in the same course between 51 and 200. An employee teaching an online section of more than 200 students in load shall receive a 1.0 FTE plus extra-compensation of 1/50 of the amount that would be paid for one section equivalent of an extra-compensation online course pursuant to this paragraph per student enrolled over 200. Whether an online course is taught in load or as an extra compensation assignment, if the university provides at least one teaching assistant per section equivalent in courses with enrollments over 50, no extra compensation or additional FTE assignment per student will be required for any section equivalent for which a teaching assistant is provided.

(a) Assignment percentages and compensation set forth in this paragraph are based on a three-credit-hour course. Assignment percentages and compensation for courses of fewer or more than three credit hours shall be prorated.

(C) The parties recognize the need in certain limited circumstances to video capture lectures for the educational benefit of students. Reasonable efforts will be made at the time of annual/semester assignment to accommodate employees who do not wish to have lectures or discussions recorded. If an employee teaches courses in a room equipped for recording of class lectures and discussions, the University will make reasonable efforts to insure that the recording of the lecture or discussion does not interfere with classroom instruction. Such efforts will include insuring that equipment used for recording is unobtrusive and maintained in good working order and that students in the classroom are informed in advance by the University that lectures and discussions will be recorded and distributed online. No one who is not enrolled in the section(s) being recorded will be granted access to recorded lectures and discussion in that class except as approved by the employee. The University shall make reasonable efforts to insure that recorded lectures cannot be downloaded for further distribution. Following the final examination date published by the University for that class section, all student access to recorded lectures and discussion will be blocked and all recordings will be erased unless the employee requests a copy for his or her own use. Such recordings shall not be used to evaluate an employee's teaching unless the employee elects to submit such recordings as part of the annual evaluation process. Notwithstanding the recording or distribution of class lectures or discussion pursuant to this paragraph, the copyright in such instructional material shall remain the property of the employee. Whether or not lectures and discussions are recorded and made available to students online, the employee shall have academic freedom to determine grades, including whether attendance and participation will be a factor in students' grades.

BOT-UFF POLICY BENEFITS

1. **Benefits Improvements.** The Board and UFF support legislation to provide adequate and affordable health insurance to all employees.

2 **Part-Time Employees.** Part-time employees, except those in positions funded from Other Personal Services funds, are entitled to employer-funded benefits under the provisions of applicable law and rules. Part-time employees should contact the FIU personnel office to determine the nature and extent of the benefits for which they are eligible.

3 **Retirement Credit.** Retirement credit for employees who are authorized to take uncompensated or partially compensated leaves of absence shall be granted in accordance with applicable law and rules as they may exist at the time leave is granted. The current Florida Retirement System rules also require that to receive full retirement credit, the employee on uncompensated or partially compensated leave must make payment of the retirement contribution that would otherwise be made by the University, plus interest, if applicable. Employees who are to take such a leave of absence should contact the FIU personnel office for complete information prior to taking the leave.

4. **Benefits for Retired Employees.**

(A) Employees retired from FIU shall be eligible, upon request, and, except where otherwise specified in this Policy, on the same basis as other employees, subject to University policies, to receive the following benefits at FIU.

- (i) Retired employee identification card;
- (ii) Use of the University library (i.e., public rooms, lending and research service);
- (iii) Listing in the University directory;
- (iv) Placement on designated University mailing lists;
- (v) A University faculty-staff parking decal without charge;
- (vi) Use of University recreational facilities (retired employees may be charged fees different from those charged to other employees for the use of such facilities);
- (vii) The right to enroll in courses without payment of fees, on a space available basis in accordance with the provisions of Section 1009.26(4) Florida Statutes;
- (viii) A mailbox in the department/unit from which the employee retired, subject to space availability; and
- (ix) A University e-mail address; and
- (x) Emeritus status normally shall be reserved for those employees who retire after a minimum of five years of employment at FIU. An award of emeritus status shall be based on the employee's past contributions to the University and the profession demonstrated through a record of outstanding teaching, research or service. The decision to grant emeritus status shall be made upon the employee's request to his or her chair or supervisor and pursuant to a vote by the faculty within the employee's department/unit according to criteria and procedures developed by employee's college, school or other appropriate academic unit, and subject to the approval of the Dean of the appropriate academic unit and the Provost, which approvals shall not unreasonably be withheld. The University shall act upon the employee's request within sixty (60) days of the beginning of the Fall or Spring semester following the employee's request or within sixty (60) days of the beginning of the Fall or Spring semester following the employee's retirement, whichever is later.

(B) In accordance with University policy, and on a space available basis, a University is encouraged to grant a retired employee's request for office or laboratory space.

(C) With the exception of retirees who participated in the Optional Retirement Program and for whom provisions have been made, as stipulated in Section 5(a) of this Policy, retired employees of any State-administered retirement system are entitled to health insurance subsidy payments in accordance with Section 112.363, Florida Statutes.

5. Optional Retirement Program.

(A) An Optional Retirement Program is provided for employees in accordance with Florida Statutes and applicable rules of the Division of Retirement including the following provisions:

(i) Faculty and A&P employees who are in the collective bargaining unit and otherwise eligible for membership in the Florida Retirement System.

(ii) Any employee whose Optional Retirement Program eligibility results from initial employment will be enrolled as a member of the Optional Retirement Program. If the employee does not execute an annuity contract with an Optional Retirement Program approved provider and notify the Division of Retirement in writing within 90 days, the employee will be enrolled as a member of the Florida Retirement System.

(iii) No accrued service credit or vested retirement benefits will be lost if an employee participates in the Optional Retirement Program;

(iv) Benefits under the Optional Retirement Program shall be fully and immediately vested in the participating employees;

(v) The employer shall contribute to the Optional Retirement Program, on behalf of each employee participating in the program, an amount equal to the normal cost portion of the employer's contribution to the Florida Retirement System, as well as an amount equal to the employer's contribution to the Retiree Health Insurance Subsidy program on behalf of non-Optional Retirement participants (see Section 112.363(8), Florida Statutes), less a reasonable and necessary amount, as determined by the Legislature, which shall be provided to the Division of Retirement for administering the program; and

(vi) A participating employee may contribute to the Optional Retirement Program, by salary reduction or deduction, a percentage amount of the employee's gross compensation not to exceed the percentage amount contributed by the employer to the Optional Retirement Program, but in no case may such contribution exceed federal limitations.

(B) The parties agree to inform eligible employees regarding the existence and impact of the Optional Retirement Program upon their retirement benefits.

(C) If the UFF is concerned with the performance of any aspect of the Optional Retirement Program, whether administered by the Board or another State agency, the UFF has a right to consult with the Board regarding such concern. As a result of such consultation, the parties may agree to an approach to address the concern if it lies outside the Board's statutory authority.

6. Phased Retirement Program.

(A) Eligibility.

(i) Employees who have accrued at least six (6) years of creditable service in the Florida or Teachers Retirement System (FRS, TRS) or Optional Retirement Program (ORP), except those employees referenced in 6(a)(2), are eligible to participate in the Phased Retirement Program. Such eligibility shall expire on the employee's 63rd birthday. Employees who decide to participate must provide written notice to the University of such decision prior to the expiration of their eligibility, or thereafter forfeit such eligibility. Employees who choose to participate must retire with an effective date not later than 180 days, nor less than ninety (90) days, after they submit such written notice, except that when the end of this 180 day period falls within a semester, the period may be extended to no later than the beginning of the subsequent term (semester or summer, as appropriate).

(ii) Employees not eligible to participate in the Phased Retirement Program include those who have received notice of non-reappointment, layoff, or termination, and those who participate in the State's Deferred Retirement Option Program (DROP).

(B) Program Provisions.

(i) All participants must retire and thereby relinquish all rights to tenure/permanent status as described in the BOT-UFF Agreement, except as stated otherwise in this Policy. Participants' retirement benefits shall be determined as provided under Florida Statutes and the rules of the Division of Retirement.

(ii) Payment for Unused Leave. Participants shall, upon retirement, receive payment for any unused annual leave and sick leave to which they are entitled.

(iii) Re-employment.

a. Prior to re-employment, participants in the Phased Retirement Program must remain off the FIU payroll for at least six (6) months following the effective date of retirement in order to validate their retirement, as required by the Florida Division of Retirement. Participants must comply with the re-employment limitations of the Florida Retirement System (which includes ORP).

b. Participants shall be offered re-employment, in writing, by the University under an Other Personal Services (OPS) contract for one-half of the academic year; however, the University and employee may agree to less than one-half of the academic year. The written re-employment offer shall contain the text of Section 6(b)(3)d. below.

c. Compensation during the period of re-employment shall be at a salary proportional to the participant's salary prior to retirement, including an amount comparable to the pre-retirement employer contribution for health and life insurance and an allowance for any taxes associated with this amount. The assignment shall be scheduled within one (1) semester unless the participant and the University agree otherwise, beginning with the academic year next following the date of retirement and subject to the condition outlined in (3)a.

d. Participants shall notify the University in writing regarding acceptance or rejection of an offer of re-employment not later than thirty (30) days after the employee's receipt of the written re-employment offer. Failure to notify the University regarding re-employment may result in the employee's forfeiting re-employment for that academic year.

(iv) Leave for Illness/Injury.

a. Each participant shall be credited with five (5) days of leave with pay at the beginning of each full-time semester appointment. For less than full-time appointments, the leave shall be credited on a pro-rata basis with the assigned FTE. This leave is to be used in increments of not less than four (4) hours (½ day) when the participant is unable to perform assigned duties as a result of illness or injury of the participant or a member of the participant's immediate family. For the purposes of this Section, immediate family shall include the participant's spouse, mother, father, brother, sister, natural, adopted, or step child, or other relative living in the participant's household.

b. Such leave may be accumulated; however, upon termination of the post-retirement re-employment period, the participant shall not be reimbursed for unused leave.

(v) Personal Non-Medical Leave.

Each participant who was on a twelve (12) month appointment upon entering the Phased Retirement Program and whose assignment during the period of re-employment is the same as that during the twelve(12) month appointment shall be credited with five (5) days of leave with pay at the beginning of each full-time semester appointment. This leave is to be used in increments of not less than four (4) hours (½ day) for personal reasons unrelated to illness or injury. Except in the case of emergency, the employee shall provide at least two (2) days notice of the intended leave. Approval of the dates on which the employee wishes to take such leave shall be at the discretion of the supervisor and shall be subject to the consideration of departmental and organizational scheduling.

Such leave shall not be accumulated, nor shall the participant be reimbursed for unused leave upon termination of the post-retirement period.

(vi) Re-employment Period.

a. The period of re-employment obligation shall extend over five (5) consecutive academic years, beginning with the academic year next following the date of retirement. No further notice of cessation of employment is required.

b. The period of re-employment obligation shall not be shortened by the University, except under the provisions of BOT-UFF Policy on Disciplinary Action and Job Abandonment. During the period of re-employment, participants are to be treated, based on status at point of retirement, as tenured status employees or non-tenure-earning status employees with five (5) or more years of continuous service, as appropriate, for purposes of the Layoff and Recall provisions of the BOT-UFF Agreement

(vii) Declining Re-employment. A participant may decline an offer of re-employment during any academic year. Such a decision shall not extend the period of re-employment beyond the period described in this Policy. At the conclusion of the re-employment period, the University may, at its option, continue to re-employ participants in this program on a year-to-year basis.

(viii) Salary Increases. Participants shall receive all increases guaranteed to employees in established positions, in an amount proportional to their part-time appointment, and shall be eligible for non-guaranteed salary increases on the same basis as other employees.

(ix) Preservation of Rights. Participants shall retain all rights, privileges, and benefits of employment, as provided in laws, rules, the BOT-UFF Agreement, and BOT-UFF Policies and other University policies, subject to the conditions contained in this Policy.

(x) Payroll Deductions. The UFF payroll deductions, as specified in the BOT-UFF Agreement, if applicable, shall be continued for a program participant during each re-employment period.

(xi) Contracts and Grants. Nothing shall prevent the employer or the participant, consistent with law and rule, from supplementing the participant's employment with contracts or grants.

(xii) The decision to participate in the Phased Retirement Program is irrevocable after the required approval document has been executed by all parties.

7. Free University Courses for Employees. Full-time employees, including employees on sabbaticals or on professional development or grants-in-aid leave, their spouses, same-sex domestic partners and dependent children under the age of twenty-five (25) may enroll for a combined maximum of up to ten (10) credit hours of FIU instruction per term (Fall, Spring, or Summer), with employees enrolling in no more than six (6) credit hours of the total 10 (ten) credit hours per term, without payment of the in-state portion of tuition, tuition differential, or the following fees: financial aid fees, capital improvement trust fund fees, building fees, athletic fees, activity and service fees. Free university courses provided pursuant to this paragraph will be subject to the following conditions:

- (A) Spouses, same-sex domestic partners and dependent children under the age of twenty-five (25) must be admitted to FIU as degree seeking undergraduate or graduate students.
- (B) Employees may enroll either as degree-seeking students or as special students on a space available basis.
- (C) An application on the form attached as Appendix G, Attachment 5 (for employee) or as Appendix G, Attachment 6 (for spouse, same-sex domestic partner or dependent child under the age of 25) must be provided before the first week of classes to Human Resources, who will verify eligibility for the waiver of tuition and fees.
- (D) Employees should discuss with their supervisors their intent to take classes and should schedule classes during non-working hours to ensure there is no conflict with assigned responsibilities. When a desired class cannot be scheduled during non-working hours, the supervisor may allow the employee to use annual leave or modify his or her assignment based on departmental needs.
- (E) Enrollment must be in regular lecture or laboratory courses, thesis or dissertation, directed individual studies, directed research courses or internships. College of Law, College of Medicine, and continuing education courses are excluded. The tuition and fee waiver shall not apply to tuition and fees for courses restricted to students who are admitted as majors in the following limited access degree programs that have limited enrollments: Bachelor of Science in Hospitality Management, Bachelor of Science in Nursing, Bachelor of Arts/Fine Arts in Theater, and Bachelor of Science in Dietetics and Nutrition.
- (F) A maximum of thirty (30) credits will be covered for dissertation courses (7980-7989).
- (G) A maximum of nine (9) credits will be covered for thesis courses (6970-6979)
- (H) The employee will be responsible for paying the tuition and fees for any courses dropped (except for courses dropped on an emergency basis) by the employee, his or her spouse,

same-sex domestic partner or dependent child under the age of twenty-five (25) after the official Drop/Add period during the first week of classes. If the individual withdraws from the university before the end of the last day to withdraw from the University with a 25% refund of tuition, the employee will be responsible for paying that portion of tuition and fees that is not subject to refund.

- (l) A student enrolled in a “A-F” graded course must receive a grade of “C” or better in any undergraduate level course or a grade of “B” or better in any graduate level course. A student enrolled in a “P/F” graded course must receive a “P”. Receipt of a lower grade will result in the employee’s being charged for the course.

8. Employee Assistance Programs. The University, as part of its Employee Assistance Program (EAP), will provide assessment, referral, follow-up consultation, short-term counseling, and other services for employees with personal, family, job stress, or substance abuse problems. Any policies created or revised by the University in the development or operation of its EAP shall be bargained with the UFF Chapter.

9. Pre-tax Benefits Program. The Board shall continue to provide a pre-tax benefits program for salaried FIU employees, which include the opportunity to: (1) pay for their State insurance premiums on a pre-tax basis and, (2) utilize flexible spending accounts for medical and dependent care expenses.

10. Same-Sex Domestic Partnership Health Insurance Stipend. The University will provide employees same-sex domestic partnership health insurance stipends under the same terms and conditions as such stipends are provided to the domestic partners of out-of-unit FIU employees.

authorize the University to deduct the remaining amount from my final paycheck or from any other funds due me. If these funds are not sufficient, I agree to pay the University the remaining amount in accordance with University policy.

Employee's Signature Date

Division of Human Resources Use Only—Do Not Write below this Line

Full time employee: Yes_____ No_____ Employee's Date of Hire_____

The courses listed above are hereby APPROVED_____ DISAPPROVED_____

Human Resources Signature Date

Distribution: Original- Human Resources Copy - Cashier's Office Copy - Employee

FLORIDA INTERNATIONAL UNIVERSITY
APPLICATION OF SPOUSE, SAME-SEX DOMESTIC PARTNER OR DEPENDENT CHILD
FOR ENROLLMENT IN THE BOT-UFF (FACULTY AND LIBRARIAN) EMPLOYEE TUITION WAIVER
PROGRAM

Fulltime employees who are in the UFF (Faculty and Librarian) bargaining unit, their spouses, same-sex domestic partners, and dependent children under the age of twenty-five (25) may enroll for a combined maximum of ten (10) credit hours each semester (Fall, Spring or Summer). Individuals other than employees participating in this program must be degree-seeking students and may register during the regular registration period.

TO BE COMPLETED BY INDIVIDUAL APPLYING FOR WAIVER:
(Please type or print form.)

Employee's Last Name	First Name	MI
Applicant's Last Name	First Name	MI
Employee's Panther ID	Applicant's Panther ID	

Applicant's Relationship to Employee: _____

(Affidavit of legal dependent or same-sex domestic partner [available at http://hr.fiu.edu/index.php?name=forms_library] with supporting documents, must be attached if not already on file with FIU Human Resources. If applicant is spouse of employee, copy of marriage license must be attached, if not already on file with Human Resources.)

If Applicant is the dependent child of Employee, please provide date of birth: _____

I, _____, certify that I am fully admitted as a degree seeking student.

Term Enrolled: _____ Fall _____ Spring _____ Summer _____
Year

List course(s) for which you wish to enroll (up to ten credit hours per semester). Please include alternate class selections. A maximum of 30 dissertation credits (7980 – 7989) and a maximum of 9 thesis credits (6970 – 6979) will be covered. Please attach a copy of your class schedule.

Reference #	Course #	Course Title	Class Time	Class Day(s)	Grading Option	# Credit Hours

Applicant's Signature Date

TO BE COMPLETED BY EMPLOYEE:

I certify that I am a full-time employee in the UFF bargaining unit. I understand that a condition of this tuition waiver program is that the individual enrolled receives a grade no lower than C in each undergraduate course and no lower than B in each graduate course taken under the program. I understand that if the individual enrolled receives a grade lower than C in each undergraduate course, lower than B in each graduate course, or drops a course after the official Drop-Add period, except in case of an emergency, by this application I authorize Florida International University to make a payroll deduction for six (6) biweekly pay periods to reimburse the University the cost of tuition and fees waived. If the individual enrolled withdraws from the University before the end of the last day to withdraw from the university with a 25% refund of tuition, I will be responsible for paying that portion of tuition and fees that is not subject to refund. The University Cashier's Office will determine the amount of the deduction based on the courses involved. It is my responsibility to inform the Cashier's Office if the amount being deducted is incorrect. The biweekly deductions will begin approximately three (3) weeks after grades are submitted. If I go on leave of absence or cease to be employed at the University prior to reimbursing the University the total amount due, I authorize the University to deduct the remaining amount from my final paycheck or from any other funds due me. If these funds are not sufficient, I agree to pay the University the remaining amount in accordance with University policy.

Employee's Signature Date

Division of Human Resources Use Only—Do Not Write below this Line

Full time employee: Yes_____ No_____ Employee's Date of Hire_____

The courses listed above are hereby APPROVED_____ DISAPPROVED_____

Human Resources Signature Date

Distribution: Original- Human Resources Copy - Cashier's Office Copy - Employee

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