THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES
PERSONNEL COMMITTEE

Tuesday, June 7, 2011
10:00 a.m.
Florida International University
Modesto A. Maidique Campus
MARC International Pavilion

Committee Membership:
Joseph L. Caruncho, *Chair;* Michael M. Adler, *Vice Chair;* S. Lawrence Kahn, III; Claudia Puig

AGENDA

1. **Call to Order and Chair's Remarks** — **Joseph L. Caruncho**

2. **Approval of Minutes** — **Joseph L. Caruncho**

3. **Action Items**

   P1. University Equity Reports — **Jaffus Hardrick**
   - 2010-11 Enrollment, Gender Equity in Athletics, and Employment

   P2. Ratification of the 2011-2014 Collective Bargaining Agreement between the Florida International University Board of Trustees and the United Faculty of Florida *(UFF) – FIU Chapter* — **Douglas Wartzok**

   P3. Ratification of the 2011-2014 Collective Bargaining Agreement between the Florida International University Board of Trustees and the Dade County Police Benevolent Association *(PBA - Rank and File)* — **Kenneth A. Jessell**

   P4. Ratification of the 2011-2014 Collective Bargaining Agreement between the Florida International University Board of Trustees and the Dade County Police Benevolent Association *(PBA - Lieutenants)* — **Kenneth A. Jessell**

4. **New Business** *(If Any)* — **Joseph L. Caruncho**

5. **Concluding Remarks and Adjournment** — **Joseph L. Caruncho**

Next Personnel Committee Meeting is scheduled for Wednesday, August 17, 2011

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THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES
Personnel Committee

June 7, 2011

Subject: Approval of Minutes of the Meeting held September 8, 2010

Proposed Committee Action:

Approval of Minutes of the Personnel Committee meeting held on September 8, 2010, at the Modesto A. Maidique Campus, MARC International Pavilion.

Background Information:

Committee members will review and approve the Minutes of the Personnel Committee Meeting held on Wednesday, September 8, 2010 at the Modesto A. Maidique Campus, MARC International Pavilion.

Supporting Documentation: Personnel Committee Meeting Minutes: September 8, 2010

Facilitator/Presenter: Committee Chair Joseph L. Caruncho

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FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES
PERSONNEL COMMITTEE
MINUTES
SEPTEMBER 8, 2010

1. Call to Order and Chair's Remarks
The Florida International University Board of Trustees' Personnel Committee meeting was called to order by Committee Chair Cesar L. Alvarez on Wednesday, September 8, 2010, at 2:30 p.m. at the Modesto A. Maidique Campus, MARC International Pavilion.

The following attendance was recorded:

Present:
Cesar L. Alvarez, *Chair*
Michael M. Adler, *Vice Chair*
S. Lawrence Kahn, III
Albert Maury

Richard Brilliant, *Foundation Board of Directors Liaison*

Trustee Thomas A. Breslin and President Mark B. Rosenberg were also in attendance.

Committee Chair Alvarez welcomed everyone in attendance to the meeting. He also welcomed President Mark B. Rosenberg to the meeting, noting that he would present the University's accomplishments for 2009-2010 and the 2010-2011 University Goals for Committee review.

2. Approval of Minutes
A motion was made and passed to approve the Minutes of the Personnel Committee Meeting held on Thursday, May 20, 2010.

3. Items for Committee Action and Review
P1. University Smoke- and Tobacco-Free Campus Regulation
Vice President for Student Affairs Rosa L. Jones presented the University Smoke- and Tobacco-Free Campus Regulation for Committee review, noting that the proposed Regulation was part of an initiative that had been carefully reviewed by the Tobacco Free Campus Steering Committee. She further noted that the initiative was driven by the University community's desire to provide a healthy study and work environment for students and employees

Trustee S. Lawrence Kahn, III noted that the proposed University Smoke- and Tobacco-Free Campus Regulation was also reviewed and discussed earlier by the Board of Trustees Academic Policy and Student Affairs Committee. He further noted that the Committee engaged in a lengthy and substantive discussion and added that additional information on enforcement and implementation mechanisms was requested.

Committee Chair Alvarez noted that due to a conflict, he would abstain from all discussions and subsequent voting on the proposed Regulation.

A motion was made and passed that the FIU Board of Trustees Personnel Committee recommend for Board of Trustees' approval the University Smoke- and Tobacco-Free Campus Regulation.

P2. President's Management Report, 2009-2010

President Mark B. Rosenberg presented a self-appraisal report of the 2009-10 academic year's performance, delineating the achievements relative to each of the Board-approved goals.

P3. President's Management Review, 2009-2010

Committee Chair Alvarez led the discussion on the President's Management Review, 2009-2010, requesting that President Rosenberg excuse himself from this portion of the meeting. He noted that this action was strictly voluntary and that no one present was required to exit the meeting during the discussion. The Committee discussed the President's performance during the 2009-10 academic year based on his achievement of the mutually agreed upon goals. He further noted that the on behalf of the Committee, he would present a written assessment and recommended performance rating for Board consideration. He added that he would also report on the Committee's comments at the next Board of Trustees meeting.

The Committee members commented on the number of significant challenges the University faced during the 2009-10 academic year, such as declining State revenues and changes in Board composition and University leadership positions. The Committee members commended President Rosenberg for his outstanding leadership and performance despite the vast challenges and obstacles.

Committee Chair Alvarez noted that the President's community engagement activities demonstrated remarkable outreach efforts and requested that the 2009-10 President's Management Report to the FIU Board of Trustees be expanded to include the number of community events, meetings and forums President Rosenberg attended during the year.

A motion was made and passed that the FIU Board of Trustees Personnel Committee recommend for Board of Trustees' approval a "Superior" performance rating to President Mark B. Rosenberg for his leadership of Florida International University during the 2009-2010 academic year.

P4. University Goals Report, 2010-2011
President Rosenberg presented the proposed University Goals report for the 2010-11 academic year for Committee review, noting that consistent with the University's goals for 2009-10, the goals for 2010-11 continued with the themes developed in "*Hit the Ground Running,*" which, he added, formed the basis of the new University Strategic Plan.

P5. University Goals, 2010-2011
Committee Chair Alvarez led the discussion on the University Goals for the 2010-11 academic year. The Committee identified areas where they wished to include specific targets and recommended to expand Goals 2 (*Achieve results-oriented student centered academic excellence)* and 4 (*Engage the Community)* to include increasing alumni participation, increasing appreciation for the Arts, increasing student-athlete graduation rates and the hiring of additional staff to areas critical to the advancement of the University.

A motion was made and passed that the FIU Board of Trustees Personnel Committee recommend for Board of Trustees' approval the University Goals for the 2010-11 as amended by the Committee.

4. New Business
No new business was raised.

5. Concluding Remarks and Adjournment
With no other business, the meeting of the Florida International University Board of Trustees' Personnel Committee was adjourned on Wednesday, September 8, 2010, at 3:37 p.m.

Trustee requests:
There were no Trustee requests.

MB
9.28.10

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THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES
Personnel Committee
June 7, 2011

SUBJECT: University Equity Reports

Proposed Committee Action:

Recommend to The Florida International University Board of Trustees (the BOT) approval of the University Equity Reports.

Background Information:

In accordance with Florida Board of Governors Regulation 2.003, Equity and Access, Florida International University has prepared an annual Florida Equity Report for 2010-2011 that encompasses enrollment, gender equity in athletics, and employment.

The BOT must approve the annual University's Equity Reports prior to submission to the Florida Board of Governors.

The University must submit the Equity Reports to the Florida Board of Governors prior to July 1, 2011.

Florida Board of Governors Regulation 2.003 Equity and Access (5) provides that each university shall prepare an annual Florida Equity Report in accordance with this regulation and reporting guidelines established by the Board of Governors Office.

Supporting Documentation: University Equity Reports
- 2010-11 Enrollment, Gender Equity in Athletics, and Employment

Facilitator/Presenter: Jaffus Hardrick

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2011 FLORIDA EDUCATIONAL EQUITY ACT REPORT GUIDELINES

2011

Florida Educational Equity Act Report:

Enrollment, Gender Equity in Athletics and Employment

Report Year 2010-2011

Data Year: July – June, 2010-2011

Approved by University Board of Trustees:

_____ Date _____

Approved by University President:

_____ Date_____

Submitted by:

Shirlyon J. McWhorter, Esq., Director
Florida International University
Equal Opportunity Programs & Diversity
11200 SW 8th Street, PC-215
Miami, FL 33199
Phone: (305) 348-2785
Email: smwhort@fiu.edu

Date sent: _____

FLORIDA EDUCATIONAL EQUITY ACT REPORT
2010-2011

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PART I. Executive Summary

Florida International University (FIU) submits the 2010-2011 Florida Equity Report that encompasses enrollment, gender equity in athletics, and employment as required by Florida Statute. The Enrollment and Employment reports focus on women and members of four race/ethnic protected classes: Black non-Hispanic (B); Hispanic (H); Asian/Pacific Islander (A/PI); and American Indian/Alaska Native (AI/AN). [1]

Of the 55,150 students who currently attend FIU, approximately 56% are females and 44% males. FIU's dynamic student body reflects the vibrant diversity of South Florida:

60% Hispanic
14% White Non-Hispanic
13% Black Non-Hispanic
7% Asian or Pacific Islander
9% Other minority groups
56% Female
44% Male

In addition to its diverse ethnic groups, the university serves a large percentage of economically disadvantaged students. Nearly 50 percent of all undergraduate students at FIU receive financial aid, and nearly 60 percent of those financial aid recipients come from families with annual household incomes under $30,000.

FIU is ranked first in the U.S. for granting bachelor's degrees to minorities, and ninth in granting master's degrees to minorities (among the top 100 universities), according to Diverse Issues in Higher Education, (2010). FIU is also first in the nation in awarding science, technology, engineering, and math degrees to minorities. FIU produces over 1,500 minority graduates in those fields annually (2010). FIU ranked first in the nation among four-year colleges for awarding bachelor's and master's degrees to Hispanic students, according to a 2008 and 2010 survey conducted by *Hispanic Outlook in Higher Education*.

Academic Program Review - 2009-2010 Goals and Results

Undergraduate Participation

Goal:
Increase FIU's Black, Asian and American Indian full-time student enrollment over the next five years.

Results
In Fall 2009, 81.7% of the FTICs at FIU were under-represented minorities. There was a notable gain in Fall 2010 to 84.4% of full-time FTICs students from under-represented groups. FIU significantly exceeds the 80% benchmark of under-represented FTIC minorities. The percentage of Black FTIC students is showing slight gain this year at the university. In Fall 2009, a 10.1% Black FTIC was observed. In the Fall 2010, this percentage has increased to 11.9%.

[1] IPEDS terminology for protected classes was utilized.

Graduate Participation

Goal:
Increase the ratio of total doctoral degrees awarded to African-Americans from 6.3% in 2008-09 to a ratio of 14% to 20% and Hispanics by 20% of the total FIU doctoral degrees awarded by AY 2011-2012.

Results
A total of 114 doctoral degrees were conferred for the AY 2009-2010. African-American students represented 5.3% of the total doctoral degrees awarded in AY 2009-2010. The number of doctoral degrees awarded to African-American students remained almost constant, but the overall percentage decreased by 1% from AY 2008-2009. Thus, we did not achieve this goal. However, we made modest gains in doctoral-degree conferrals (3% gain), representing some progress toward this goal. Hispanic students made up 21.9% of the total number of doctoral-degree recipients.

Goal:
To identify the most promising recruiting venues for the recruitment of talented Hispanic and African American students

Results
In 2010-2011, UGS representatives attended 23 graduate college fairs including seven at SUS institutions, two McNair Research Conferences, one Hispanic-Serving Institution fair, four Historically Black College and University fairs, and the 2010 NAAAHP Undergraduate Research Conference and graduate fair. As a result of our recent recruitment activities, FIU will have two or three new McKnight Fellows starting in Fall Semester 2011. McKnight Fellows, which are Black or Hispanic doctoral students, are supported by the Florida Education Fund (FEF) but also receive a $10,000 enhancement and a medical insurance supplement from the UGS at FIU. UGS also developed a new institutionally-funded fellowship to attract minority students who have been involved in the McNair program during their undergraduate studies, the FIU McNair Graduate Fellowship. We awarded the first two fellowships (one doctoral and one master's) to new students starting in Fall Semester 2011. We expect this to be a popular program with increased participation in the future. The UGS also distributed $93,559 to 21 academic units to enhance their general graduate recruitment efforts for the AY 2009-2010.

Goal:
Increase academic and financial support of African-American and Hispanic graduate students.

Results
The UGS funded several initiatives aimed at retaining minority graduate students and graduate students during the AY 2009-2010. The Graduate Minority Opportunities Program (GMOP) paired twenty historically underrepresented students with minority faculty and representatives from the University Graduate School in providing retention-focused workshops (library research skills, writing skills, and the overall graduate experience), and networking opportunities. The Williams Awards provided $1000 cash awards to three students who best represented, through scholastic and community endeavors, a commitment to strengthening cultural diversity in higher education. Williams Award recipients (Amy Wolfson, Angel Williams, and Marianna Carlucci) were recognized at the annual MLK Breakfast, a partnership fostered with the office of Multicultural Programs & Services, on January 15th, 2010.

Additionally, in partnership with our Center for Excellence in Writing, graduate students continue to receive assistance with graduate-level writing via workshops and one-on-one tutoring.

Gender Equity in Athletics

Goal:
Decrease the gap between the female athlete participation rate and female student enrollment rate.

Results
The university continues to make progress with this goal. In Fall 2010, females were **56.3%** of students enrolled full-time at the university compared to **42.9%** of student athletes. This component remains out of compliance due to the more than 5% gap between the percentage of participants and the percentage of female students enrolled in Fall 2010. It should be noted while the University female enrollment decreased slightly, the participation of female student-athletes increased by 0.8%.

Women Athletes	2009-10 AY*	2010-11 AY*	Gap Variance
Enrollment*	56.7%	56.3%	-0.4%
Participation	42.1%	42.9%	0.8%

*Source: Student Data Course File (OPIE)

PART V. Employment
The guidelines for the Employment equity report measure achievement of appropriate representation in selected faculty and administrative employment categories.

Goal:
Fill the open Leadership Positions.

Results
Several leadership positions were filled. A minority female was hired for the position of Vice Provost of Academic Affairs, Dean of the College of Education and a female was hired as the Dean of the Honors College.

Goal:
Achieve the employment equity program goals and the accountability goals of hiring 6 female and minority faculty within specific academic disciplines:

Results:

This goal was accomplished.

Table B: 2009-2010 Equity Goals for 2010-2011 Equity Report

DISCIPLINE	RANK	RACE	GENDER	GOAL
Science & Mathematics - Tenure-Earning Faculty	03	Minority	Female	2
Social Science - Non Tenure-Earning Faculty	04		Female	1
Social Science - Tenure-Earning Faculty	03	Minority	Female	2
Performing & Visual Arts - Tenure-Earning Faculty	03		Female	1

Table C: 2010-2011 Outcome for Equity Report

DISCIPLINE	ACHIEVEMENT	RANK	RACE	GENDER
Science & Mathematics - Tenure-Earning Faculty	2	03	Minority	Female
Social Science - Non Tenure-Earning Faculty	1	04		Female
Social Science - Tenure-Earning Faculty	2	03	Minority	Female
Performing & Visual Arts - Tenure-Earning Faculty	1	03		Female

DESCRIPTION OF PLAN DEVELOPMENT

The process of preparing this report involved a number of offices and the utilization of various data sources. See following table for details:

PART	REPORTING AREA	RESPONSIBLE AREA
I	Executive Summary	Equal Opportunity Programs and Diversity
II	Policies and Procedures in Support of Equity	Equal Opportunity Programs and Diversity
III	Academic Program Reviews	Office of Planning and Institutional Research, Student Affairs, Enrollment Support, University Graduate School
IV	Gender Equity in Athletics	Intercollegiate Athletics
V	Employment Representation	Office of Planning and Institutional Research, Office of the Provost
VI	Areas of Improvement and Achievement	Office of the Provost
VII	Protected-Class Representation in the Tenure Process	Office of the Provost and Academic Budget Office
VIII	Promotion and Tenure Committee Composition	Office of the Provost, Academic Budget Office
IX	Other Requirements	Office of the Provost, Academic Budget Office, Board of Trustees

Data Sources: Florida BOG files, Student Data Course File, Affirmative Action Plan, Prior Year's Equity Report, Tenure and Promotion Reports, Athletic Reports, Various Integrated Postsecondary Education Data s\System (IPEDS) reports.

PART II. Policies and Procedures in Support of Equity

The following policies and procedures have been specifically formulated to ensure equity at Florida International University. The prohibition policies and reporting procedures are updated on the webpage on an annual basis and widely dissemination to the university community.

A. President's EEO Policy Statement

The University recognizes the importance of eliminating employment barriers and therefore, has established a non-discriminatory policy for its employees and applicants for employment. This policy is applied without regards to a person's race, color, sex, religion, creed, national origin, disability, marital status, political opinions or affiliations, Vietnam or disabled veteran status, sexual orientation, or age, except as provided by law. It is designed to assure each applicant or employee an equal opportunity in recruitment, examination, appointment, training, promotion, compensation, retention, and/or other employment practices.

B. Policies and Procedures

Accommodation of Employees with Disabilities

Purpose:
To provide funds for departments, which hire disabled persons, for costs associated with providing reasonable accommodation of the disabled.

Policy:
It is the University's long standing policy to employ qualified physically handicapped persons in a broad range of positions across the institution. On occasion, the nature of an individual's disability may require work site accommodation of their handicap.

In accordance with the Americans with Disabilities Act, the University will provide accommodations in the following areas: the application process, the work environment, the method of performing job duties, the enjoyment of equal benefits and privileges, the restructuring or reallocating of marginal job functions, the acquisition of equipment or devices, the modification of exams and training materials, and the provision of qualified readers or interpreters. Records will be maintained in the Office of Equal Opportunity Programs and Diversity regarding requests for reasonable accommodation and the determination of each request.

A central University fund has been designated for use by departments in meeting reasonable costs associated with accommodation of handicapped employees. A University committee administers the funds. The committee membership includes the Director, Equal Opportunity Programs and Diversity (chair); Director, Personnel; Director, Environmental Health and Safety; one disabled faculty or A&P staff member; and, one disabled USPS staff member. The committee meets on an as-needed basis, to make recommendations on funding requests. The Director, Equal Opportunity Programs and Diversity, monitors expenditures from the fund, and ensures that adequate budget requests are submitted to enable the provision of recommended reasonable accommodations.

Procedure:

1. The requesting/employing department shall complete a Request for Use of Accommodation Fund form.

2. The form is forwarded to the Director, Office of Equal Opportunity Programs and Diversity.

3. Upon receipt of the request, the Director, Office of Equal Opportunity Programs and Diversity shall convene a meeting of the Committee for the purpose of considering the request.

4. The Director, Office of Equal Opportunity Programs and Diversity will communicate the Committee's decision and facilitate appropriate action.

Accommodations at University Sponsored Public Events for Persons with Disabilities

Purpose:
To provide a procedure for advertising the availability of and providing accommodations to eligible persons with disabilities for all programs offered to the public by the University both on and off campus.

Policy:
The University welcomes members of the campus community as well as the general public to participate in a broad range of programs and services. On occasion, an individual with a disability may require accommodation in order to enjoy the benefits of these programs and services.

Each unit of the University is responsible for ensuring that its public programs and services are accessible to all members of the public, including persons with disabilities requiring accommodation.

Sponsoring Unit Events should be planned with special consideration for participants with disabilities.

Procedure:
1. Facilities (on or off campus) should be barrier free with wheelchair access to all parts of the room or facility where activities are available, including the stage/podium if in general use.

2. The area of activity must be approachable via an accessible route and other public facilities used in connection with the area of activity (e.g. restrooms, water fountains, public telephones, etc.) must be accessible to persons with disabilities.

3. Program attendees who use wheelchairs should be able to purchase seats with similar ticket prices (if a range is available) and sight lines as other attendees.

4. Reserved seating near the accessible area should be available for their guests and friends to provide the same experience as other persons who attend with guests and friends.

5. Persons with visual impairments may bring assistive animals into any public building.

6. All advance program announcements and advertising should include the wording, "Please notify (person) at (address and telephone number) a minimum of five working days in advance of the event, if a reasonable accommodation of a disability is needed. Preliminary arrangements should be made

so the sponsoring department is able to respond to any requests received for alternate format programs or materials (Braille, large print, audio tape, reader) or sign language interpreter services.

7. Requests for reasonable accommodation may be made in any format Assistance appropriate to the requestor's needs.

8. A University staff member may document the request on the form or the person may complete it. (See - Request for Accommodation at a Public Event.)

9. Documentation or proof of disability will not be required in most situations. Where the requested accommodation involves a significant cost, the ADA Coordinator (Director, Equal Opportunity Programs and Diversity) will provide technical assistance to the department.

10. The person requesting assistance shall abide by the advertised time frame required to reasonably fulfill the request.

11. The University's Request for Accommodation at a Public Event shall be completed and retained by the department in each case where an accommodation is provided.

12. This will confirm the strategy used to provide assistance and the University's cost, if any.

13. If the department requires assistance in responding to a request, the Director of the Office of the Disability Resource Center for Students, and/or the ADA Coordinator, may provide consultative assistance.

14. Where the department intends to deny a request, or to offer services different from those requested, it shall consult with the ADA Coordinator. Departments do not have the authority to decline a request.

15. ADA Coordinator, when contacted by a department considering denial or alteration of an accommodation request, will discuss the full range of options with the department in an effort to provide appropriate accommodation; and consult with University Legal Counsel prior to approving denial of a request for accommodation.

AIDS Policy

Purpose:
Ensuring that the University AIDS Policy is implemented, protecting persons with AIDS from illegal discrimination; provide information to all members of the University community for the purpose of decreasing the likelihood of the spread of the AIDS infection, and to provide policy and guidelines to ensure that the University responds to members of the University community, who may, or may be perceived to be, affected by AIDS in a manner which both complies with Federal and State law and internal University policies, as well as responds compassionately to the presence of a life-threatening illness.

Policy:
Students and employees of the University who may become infected with the AIDS virus will not be excluded from enrollment or employment or restricted in their access to University services facilities, unless individual medically-based judgments establish that exclusion or restriction is necessary to the welfare of the individual or other members of the University community.

The University has established an HIV/AIDS Committee which includes representation from major University divisions and other University staff, as appropriate. The Committee, which will meet regularly, is responsible for monitoring developments with regard AIDS, acting upon and administering the University's Policy on AIDS in specific cases, and coordinating the University's efforts in educating the University community on the nature of the disease. In addition, the Committee will meet as needed to consider individual occurrences of the disease which require University action.

The University will be guided in its decisions by the most recent medical information, the Federal regulations implementing Sections 503 and 504 of the Rehabilitation Act, the guidelines suggested by the Centers for Disease Control, the Public Health Services, the American College Health Association, and the State of Florida Department of Health and Rehabilitative Services.

Persons who know, or suspect they are HIV sero-positive, are expected to seek expert medical advice and are obligated, ethically and legally, to conduct themselves responsibly for the protection of others. The University will designate AIDS counselors, who will be available to the University community.

Procedure:

Students

No student will be required to cease attending the University, solely on the basis of a diagnosis of serum positivity. Such decision will be made only after reasonable accommodations have been made, and when an examination of the facts demonstrates the student can no longer perform as required, or the student presents a health risk to himself or the University community.

The recommendation to suspend or force withdrawal will be made by a Review committee composed of the director of University Health Services, at least one student representative, the student's physician, and two members of the AIDS Committee. The Review Committee shall recommend action(s) to the University President or designee.

A student shall not be denied the opportunity to live in University Housing based solely on a diagnosis of serum positivity.

Reasonable Accommodation

Any student requesting reasonable accommodation, because of the presence of AIDS or ARC, shall be treated similarly to students with any other disability. Students will not be moved within, or removed from, University Housing, solely on the basis of a diagnosis of serum positivity. Changes in room, or removal from University Housing, will be made on a case-by-case examination, in which it is determined that: a. the student has communicable opportunistic infections, or is showing other symptoms of illness, and requires care, which cannot reasonably be provided in the University Housing setting; b. the student is demonstrating symptoms, needs or behaviors, which are inappropriate in a dormitory and/or cannot be reasonably accommodated; or c. the student's behavior presents a risk to him/herself or the other residents of University Housing.

A review committee including the director of the Student Health Center, the student's physician, two members of the AIDS Committee, and a representative from university Housing, shall review concerns on a case-by-case basis, and made recommendations to the University President or the President's designee.

Health Care Guidelines:
Students in the health occupations doing health care work shall follow current Center for Disease Control (CDC) and American College Health Association (ACHA) guidelines which will be distributed by the University Department of Environmental Health and Safety.

Employees
University employees, while performing their University duties, will be required to conform to the University's AIDS policy and guideline in dealing with serum positive employees or students. A serum positive employee will be treated in the same manner as any employee diagnosed as having any other illness, injury, or disability.

Reasonable Accommodation
Should a serum positive employee be unable to fulfill his/her regular responsibilities or portions of their responsibilities but be able and desire to continue working in a less physically demanding capacity, the University will made reasonable efforts, if so requested, to accommodate the employee's disability.

Supervisory Responsibility
As in the case of any other illness, injury, or disability, a supervisor who believes that a serum positive employee is unable to perform assigned duties due to the illness may recommend to the Director of Personnel or the Director's designee that the employee be required to submit to a medical examination by a physician named and paid by the University. Based upon the medical opinion rendered, appropriate action as provided in applicable rules will be applied.

Confidentiality
Any employee who verbally informs the University that he/she is serum positive will be accorded confidentiality regarding disclosure of the medical condition. Written records cannot be assured confidentiality under the provisions of the Public Records Law.

Use of Sick Leave
Any serum positive employee shall be eligible to use accrued sick leave as needed. A member of the University Sick Leave Pool shall be eligible to request leave hours through the Pool in accordance with Rule 6C8-4.010 FAC.

Required Protective Devises
All University Law Enforcement Officers shall be issued protective devices for use in providing cardio-pulmonary resuscitation. They will also be issued disposable plastic gloves for use when assisting ore restraining any individual who is bleeding from any injury.

CDC/ACHA Guidelines
Student Health Services employees, and Custodial, Physical Plant and laboratory employees, will follow current CDC or ACHA guidelines which will be distributed by the University's Department of Environmental Health and Safety.

Language in the Workplace

Purpose:
To ensure that the University environment is free of illegal national origin discrimination based on language usage

Policy:
The University acknowledges the rights of employees to speak a language other than English in the workplace, and recognizes that common courtesy suggests that a language understood by all should be used by employees when they are engaged in a general discussion within the workplace.

Prohibiting employees at all times from speaking their primary language or the language they speak most comfortably in the workplace may disadvantage an individual's employment opportunities on the basis of national origin. Therefore, "English only" rules will be considered to be inappropriate within most University work settings.

"English only" rules may be appropriate in very specific circumstances, or under specific conditions, where such a rule is a necessity for safety or similarly urgent considerations. If a supervisor believes it is necessary to implement an "English only" rule, the proposal should be reviewed with the Director of Equal Opportunity Programs and Diversity, the Director of Employee Relations, or the University Attorney. If approved, employees affected by such a rule must be effectively notified of the rule.

Procedure:
Grievances or complaints of violation of the policy should be filed using the procedures outlined under the Sexual Harassment/Education Equity Grievance Procedure.

Processing of Discrimination Complaints Filed with External Compliance Agencies

Purpose:
To ensure that appropriate and timely responses are provided to the Equal Employment Opportunity Commission (EEOC), the Florida Commission on Human Relations (FCHR), and the Office of Civil Rights (OCR), regarding complaints lodged with these agencies alleging illegal discrimination.

Policy:
All request for responses to inquiries, requests for information, and/or requests for position statements on behalf of the University and any of its employees or agent are to be forwarded to the Office of Equal Opportunity Programs and Diversity for coordination and action.

Procedure:
Any employee who receives notice from one of the compliance agencies listed above that a complaint alleging illegal discrimination has been filed against the University should immediately contact the Director of Equal Opportunity Programs and Diversity. Similarly, should any supervisor or faculty member be directly contacted by one of the compliance agencies for provision of a statement regarding an employee's or student's allegations of illegal discrimination, the supervisor or faculty member should immediately contact the Director, Office of Equal Opportunity Programs and Diversity.

The Director, Equal Opportunity Programs and Diversity, or a designee shall prepare the University's response to requests for position statements, witness statements, and other information requested by the compliance agency. These responses shall be prepared in consultation with the University Attorney as necessary.

Sexual Harassment

Purpose:
To ensure that the University environment is free of sexual harassment, and that faculty, staff and students are provided the means to seek recourse should any incidents occur.

Policy:
The University recognizes that sexual harassment undermines the integrity of the academic and work environment, and it prevents its victims and their peers from achieving their full potential. All members of the University community are entitled to work and study in an atmosphere free from sexual overtures or innuendos that are unsolicited and unwelcome. It is the particular responsibility of those members of the University community who hold positions of authority over others to avoid actions that are, or can be, considered sexually abusive or unprofessional. It shall be a violation of the University's rule on sexual harassment for any officer, employee, or agent to sexually harass (as sexual harassment is defined below) any other officer, employee, student, or agent. Sexual harassment is a type of misconduct, which may result in disciplinary or other action.

Procedure:
The Director of the Office of Equal Opportunity Programs and Diversity shall administer the policies and procedures outlined in this policy. To ensure that the University environment is free of sexual harassment, and that faculty, staff and students are provided the means to seek recourse should any incidents occur.

Informal Complaints
a. Any person who believes that he or she has been the subject of sexual harassment may elect to file an informal complaint with the Office of Equal Opportunity Programs and Diversity.

b. The request must be made within sixty (60) days of the alleged act(s) of sexual harassment.

c. In the case of a student complaint against a faculty member, the complaint must be made within ten (10) University business days of the beginning of class of the following semester.

d. Thirty (30) days shall be allowed to resolve an informal complaint.

e. Should the problem not be resolved satisfactorily using this procedure, or should the complainant wish to bypass this procedure, he or she may initiate a formal complaint.

Formal Complaints
a. A formal request must be made in writing to the Office of Equal Opportunity Programs and Diversity. The complaint shall contain the name of the complainant and state the nature of the act(s) complained of, including such details as the name of the alleged offender and the date(s) or approximate date(s) on which the offending act(s) occurred, the name(s) of any witnesses, and the desired resolution(s).

b. The complaint must be filed within one hundred (100) days of the alleged act(s) of sexual harassment.

c. In the case of a student complaint against a faculty member, the complaint must be made within ten (10) University business days of the beginning of class of the following semester.

d. Where an informal complaint has already been filed, a formal complaint shall be filed within one hundred (100) days of the alleged act(s).

e. Thirty (30) days shall be allowed to resolve the complaint.

f. Conciliation may be attempted during the course of an investigation of a complaint.

g. If conciliation is not achieved, then the Office of Equal Opportunity Programs and Diversity shall continue to investigate the complaint, and shall issue a written finding concerning probable cause within a maximum of one hundred (100) days. If conciliation of the complaint was achieved between the parties in cooperation with the Office of Equal Opportunity Programs and Diversity, and the alleged offender fails to abide by the agreement or retaliates against the complainant, the complainant or supervisor should notify the Office of Equal Opportunity Programs and Diversity. The Vice President or a designee may then require the complaint to proceed as if conciliation had not been reached.

h. Either party may seek review of the finding of the Office of Equal Opportunity Programs and Diversity to the Vice President or designee by filing a request for a review within ten (20) calendar days of receipt of the Office of Equal Opportunity Programs and Diversity finding. It shall specify the basis of the appeal. The appeal shall be based on one or more of the following: relevant evidence was not reviewed and/or new evidence is available; or, the factual evidence was insufficient to support the findings.

i. Upon final acceptance by the Vice President of a finding on the complaint, the immediate supervisor of the alleged offender may provide a reasonable resolution to the complaint and may also recommend or take disciplinary action against the alleged offender;

j. The proposed resolution shall be approved by the Office of Equal Opportunity Programs and Diversity.

k. Disciplinary action shall be taken in accordance with the rules and regulations affecting the class of employee and the terms of any applicable collective bargaining agreement.

No University employee shall retaliate against a complainant. Any attempt to penalize a student, employee or agent for initiating a complaint through any form of retaliation shall be treated as a separate allegation of discrimination.

Sexual Harassment/Educational Equity Grievance Procedure

Purpose:
To ensure that the University environment is free of illegal discrimination based upon race, color, creed, age, handicap, sex (including sexual harassment), religion, marital status, or national origin, and that faculty, staff, and students are provided the means to seek recourse should incidents occur.

Policy:
All members of the University community are entitled to study and work in an atmosphere free from illegal discrimination. The University's equal opportunity policies prohibit discrimination against

students and employees on the basis of their race, color, creed, age, handicap, sex (including sexual harassment), religion, marital status, or national origin. Under the policies, it does not matter whether the discrimination was intended or not; rather, the focus is on whether students or employees have been treated differently or subjected to an intimidating, hostile or offensive environment as a result of their belonging to a protected class or having a protected status.

Procedure:

Students

For complaints filed under the EEA the complaint will be reviewed prior to action by the Office of Equal Opportunity Programs and Diversity to ensure that the complaint should not more appropriately be handled under existing student complaint procedures which are in place within the Divisions of Student Affairs and Academic Affairs. In cases where either of those procedures is applicable, the student will be referred to the appropriate office.

Employees

Employees who seek to file a complaint will be invited to consider filing the complaint under the applicable union agreement, or applicable University faculty, A&P or staff grievance procedure. In all instances, employee will be instructed to select one grievance or complaint procedure. The Office of Equal Opportunity Programs and Diversity will not act to concurrently investigate a grievance or complaint which is being pursued through another internal or external process.

Informal Complaints

a. Any person who believes that he or she has been the subject of sexual harassment may elect to file an informal complaint with the Office of Equal Opportunity Programs and Diversity.

b. The request must be made within sixty (60) days of the alleged act(s) of sexual harassment, or

c. In the case of a student complaint against a faculty member, within ten (10) University business days of the beginning of class of the following semester.

d. Thirty (30) days shall be allowed to resolve an informal complaint.

e. Should the problem not be resolved satisfactorily using this procedure, or should the complainant wish to bypass this procedure, he or she may initiate a formal complaint.

Formal Complaints

a. A formal request must be made in writing to the Office of Equal Opportunity Programs and Diversity. The complaint shall contain the name of the complainant and state the nature of the act(s) complained of, including such details as the name of the alleged offender and the date(s) or approximate date(s) on which the offending act(s) occurred, the name(s) of any witnesses, and the desired resolution(s).

b. The complaint must be filed within one hundred (100) days of the alleged act(s) of sexual harassment.

c. In the case of a student complaint against a faculty member, the complaint must be made within ten (10) University business days of the beginning of class of the following semester.

d. Where an informal complaint has already been filed, a formal complaint shall be filed within one hundred (100) days of the alleged act(s).

e. Thirty (30) days shall be allowed to resolve the complaint.

f. Conciliation may be attempted during the course of an investigation of a complaint.

g. If conciliation is not achieved, then the Office of Equal Opportunity Programs and Diversity shall continue to investigate the complaint, and shall issue a written finding concerning probable cause within a maximum of one hundred (100) days. If conciliation of the complaint was achieved between the parties in cooperation with the Office of Equal Opportunity Programs, and the alleged offender fails to abide by the agreement or retaliates against the complainant, the complainant or supervisor should notify the Office of Equal Opportunity Programs and Diversity. The Vice President or a designee may then require the complaint to proceed as if conciliation had not been reached.

h. Either party may seek review of the finding of the Office of Equal Opportunity Programs and Diversity to the Vice President or designee by filing a request for a review within ten (20) calendar days of receipt of the Office of Equal Opportunity Programs and Diversity finding. It shall specify the basis of the appeal. The appeal shall be based on one or more of the following: relevant evidence was not reviewed and/or new evidence is available; or, the factual evidence was insufficient to support the findings.

i. Upon final acceptance by the Vice President of a finding on the complaint, the immediate supervisor of the alleged offender may provide a reasonable resolution to the complaint and may also recommend or take disciplinary action against the alleged offender;

j. The proposed resolution shall be approved by the Office of Equal Opportunity Programs and Diversity.

k. Disciplinary action shall be taken in accordance with the rules and regulations affecting the class of employee and the terms of any applicable collective bargaining agreement.

No University employee shall retaliate against a complainant. Any attempt to penalize a student, employee or agent for initiating a complaint through any form of retaliation shall be treated as a separate allegation of discrimination.

PART III. Academic Program Reviews

A. Under the Academic Program Reviews, as many as eight (8) areas of review are required of each university with programs at the specified levels. These annual analyses display enrollment at these eight levels for protected class students: female, and the four protected class race/ethnic codes; in addition, they display official total including white, non-resident alien, and not reported.[1] Universities not offering programs at one or more levels should key the charts with zeroes to present a complete report. Measures of equity in TAB 3 with charts are:

Program Area: UNDERGRADUATE STUDENTS

ENROLLMENT

Benchmarks for enrollment of under-represented groups, which include Black Non-Hispanic, Hispanic, Asian/Pacific Islander and Native American, are based on percentages of comparable public Title IV institutions using the most recent and relevant reports from IPEDS, the Florida Department of Education, the Florida Board of Governors, or ACT, Inc. For each indicator, the benchmark selected will be identified and comparisons analyzed. Interventions are identified if FIU performance falls below the 80% margin of the benchmark. This 80% margin assessment strategy is proposed in the guidelines for producing the Access and Equity Report.

Chart 1. First-Time-in College Enrollment, Fall 2010 and Early Admits

Chart 1. Full-time First-Time-In-College Enrollment, Fall 2010 and Early Admits

	NRA	B	AI/AN	A	H	NH/PI	W	Two or More Races	Unk	T
Men	26	188	0	64	1,131	2	194	21	19	1,645
Women	27	252	1	71	1,406	1	230	43	17	2,048
Total	53	440	1	135	2,537	3	424	64	36	3,693
Category % of Total	1.4%	11.9%	0.0%	3.7%	68.7%	0.1%	11.5%	1.7%	1.0%	100.0%

Source: IPEDS 2010-11 Part A, Fall enrollment by race, ethnicity, and sex. Column 1, First time students.

NRA = Non-resident alien
B = Black or African American
AI/AN = American Indian/Alaskan Native
A = Asian
H = Hispanic or Latino
NH/PI = Native Hawaiian or Other Pacific Islander
W = White
Unk = Unknown

[1] This total will be supplied from the university's IPEDS report. Charts in TAB 3 will display the complete line from IPEDS including all reporting categories. Charts 1-8 will display percentage representation, calculated by formula on the table, for race/ethnic categories.

Benchmark for Data Assessment: The specific comparison benchmark for FTIC enrollment is the percent of under-represented FTIC minorities at FIU versus the percent of under-represented FTIC minority students throughout the SUS. The most recent comparative data published by the Florida Board of Governors is for Fall 2010.

Data Assessment: Last year, 81.7% of the FTICs at FIU were under-represented minorities. There was a notable gain in Fall 2010 to 84.4% of full-time FTICs students from under-represented groups. FIU significantly exceeds the 80% benchmark on percent of under-represented FTIC minorities.

The percentage of Black FTIC students is showing slight gain this year at the university. In Fall 2009, a 10.1% Black FTIC was observed. In the Fall 2010, this percentage has increased to 11.9%

Targeted Improvement: The recruitment, admissions and enrollment of African-American FTIC students remains a focused and targeted priority at FIU. Since the Fall of 2009, FIU's President and Enrollment Services staff began a community connection campaign in Miami's Liberty City area, whose population is predominantly African-American. The University's President, Enrollment Services staff and other key administrators are continuing to meet with community leaders and members of North Miami, Liberty City and Miami Gardens to recruit students. Additionally, meetings have occurred between the University, Liberty City Trust and the Urban League. These meetings have focused primarily on college readiness and access, as well as building stronger ties between the University, Liberty City churches and African-American students and their families. The College of Education continues sponsoring a predominantly African-American elementary school. The College of Medicine is in implementation stages for partnerships with the Yaeger Foundation and Liberty City Trust. The Vice President for the Office of Engagement continues outreach projects within Liberty City and North Miami areas and has initiated conversations about a bridge program that may provide even more access to African-American students.

Florida Community College A.A. Transfers, Fall 2010 and Summer 2010

Chart 2. Full-time Florida College System A.A. Transfers, Fall 2010 and Summer 2010

	NRA	B	AI/AN	A	H	NH/0PI	W	Two or More Races	Unk	T
Men	169	193	1	40	690	0	156	11	27	1,287
Women	280	258	2	42	1,005	0	217	22	30	1,856
Total	449	451	3	82	1,695	0	373	33	57	3,143
Category % of Total	14.3%	14.3%	0.1%	2.6%	53.9%	0.0%	11.9%	1.0%	1.8%	100.0%

Source: IPEDS 2010-11 Part A, Fall enrollment by race, ethnicity, and sex. Column 2, Transfer-In

Benchmark for Data Assessment: The Florida Education and Training Placement Information Program (FETPIP) is a data collection and consumer reporting system established by Florida Statues Section 1008.39 to provide follow-up data on Associate in Arts (AA.) graduates from the

Florida College System (community colleges) and others[2]. The most recent report represents the post-graduation placement of AA graduates from 2008/09. Specifically, this report represents the number of AA graduates, by race, which enrolled in public universities within the State of Florida. These statewide outcomes provide the benchmark for comparison purposes.

Data Assessment: According to the most recent FETPIP report, 22,426 AA graduates from 2008/09 enrolled in Florida public universities. This cohort consisted of 36.9% minority students in the following racial groups: 3.8% Asian, 11.0% Black, 22.1% Hispanic and .003% American Indian. In comparison, 70.9% of full-time AA transfers at FIU in Fall 2010 were minority students consisting of 2.6% Asian, 14.3% Black, 53.9% Hispanic and .0.1% American Indian.

Targeted Improvement: No targeted improvements are required for this group.

RETENTION

Retention of Full-Time FTICs Entering Fall 2009, or Summer 2009 and Continuing into Fall After One Year

Chart 3. Retention of Full-Time FTICs Entering Fall 2009, or Summer 2009 and Continuing into Fall, After One Year

	NRA	B	AI/AN	A	H	NH/0PI	W	Two or More Races	Unk	Female	Male	Total
Cohort	77	281	4	117	1,997	2	410	19	41	1,616	1,332	2,948
Category % of Total	2.6%	9.5%	0.1%	4.0%	67.7%	0.1%	13.9%	0.6%	1.4%	54.8%	45.2%	100.0%
After 1 year	57	211	3	93	1,713	2	308	18	35	1,361	1,079	2,440
Retention Rate	74.0%	75.1%	75.0%	79.5%	85.8%	0.1%	75.1%	0.7%	85.4%	84.2%	81.0%	82.8%

Source: BOG Retention file

Benchmark for Data Assessment: The benchmark for measuring this outcome is the first year retention rate of FTIC students attending public Ph.D. granting institutions. This information is reported in the annual ACT Retention Trend report[3].

Data Assessment: The 2010 ACT Retention Trend reported that 78.6% of the first year students who enrolled in a public PHD-granting university in Fall 2009 returned to their universities for a second year in Fall 2010. FIU's overall first-year retention rate of 82.8% is 4.2% higher than the national average for public PhD granting universities. It is 2.5% higher than the Ph.D. private university average. FIU's under-represented student groups do especially well compared against this 78.6% national first-year retention rate for this selected cohort. Specifically, Black students (75.1%) have a 3.5% lower rate compared to the national average for all students (majority and minority in classification) while Hispanic students (85.8%) have a 7.2% higher rate. American Indian students (75%) are at 3.6% lower than the national rate for all ethnicities and Asian students (79.5%) have a slightly higher rate.

Targeted Improvement/Intervention: No targeted improvements are required for this group and FIU is pleased to note that overall retention increase by .9% over the 2008 cohort. However, it must also be noted that Black student retention dropped from 76.2% to 75.1%, a decline that requires that closer investigation and intervention efforts.

[2] http://www.fldoe.org/fetpip/
[3] http://www.act.org/research/policymakers/pdf/retain_2010.pdf

With an eye to improving on-time graduation rates as well as first year retention, FIU has now embarked on its most ambitious effort to reshape the university around student success. The eight key elements comprising this initiative are listed under the strategy to improve FIU's six-year graduation rates.

GRADUATION

Graduation Rate After Six Years of Full-Time FTICs, Beginners and Early Admits Entering Fall 2004, Summer 2004 and Continuing into Fall.

Chart 4. Graduation Rate of Full-Time FTICs, Beginners and Early Admits Entering Fall 2004, or Summer 2004 and Continuing into Fall After Six Years

	NRA	B	AI/AN	A	H	NH/0PI	W	Two or More Races	Unk	Female	Male	Total
Cohort	78	385	3	122	2,217	0	551	15	8	1,908	1,471	3,379
Category % of Total	2.3%	11.4%	0.1%	3.6%	65.6%	N/A	16.3%	0.4%	0.2%	56.5%	43.5%	100.0%
After 6 years												
Number of Graduates	46	136	1	57	1,088	0	207	6	2	980	563	1,543
Percent Graduated	59.0%	35.3%	33.3%	46.7%	49.1%	N/A	37.6%	40.0%	25.0%	51.4%	38.3%	45.7%
Category % Graduated	3.0%	8.8%	0.1%	3.7%	70.5%	N/A	13.4%	0.4%	0.1%	63.5%	36.5%	100.0%
Number Retained	53	192	1	74	1,470	0	263	15	3	1,227	844	2,071
Percent Retained	67.9%	49.9%	33.3%	60.7%	66.3%	N/A	47.7%	100.0%	37.5%	64.3%	57.4%	61.3%
Category % Retained	2.6%	9.3%	0.0%	3.6%	71.0%	N/A	12.7%	0.7%	0.1%	59.2%	40.8%	100.0%

Source: BOG Retention File

Benchmarks for Data Assessment: Three indicators are used to test institutional performance in the graduation of under-represented groups:

1) Six-year graduation rate of under-represented minority students graduating at FIU versus the national six-year graduation rate of students attending public Title IV college/universities.

2) Percent of ethnicity that graduated as compared to the ethnic group's percent of the original cohort. For example, Black students were 11.4% of the 2004 full-time FTIC cohort, and were 8.8% of the graduating cohort indicating a graduation rate falling short of the University's overall graduation rate.

3) Percent of the ethnicity that is retained, defined as those who have graduated plus those still enrolled, as compared to the ethnic group's percent of the original cohort. For example, Black students are 11.4% of the original cohort and 9.3% of those retained, a rate somewhat consistent with the overall University retention rate.

Data Assessment:

1) Six-year graduation rate – According to the National Center of Educational Statistics First Look, Fall 2009 report[4], p. 15, Table 7, 53.5% of undergraduates attending public 4-year Title IV institutions graduated in six years. FIU's 45.7% six-year graduation rate falls within 85.4% of the national average. With the exception of Asian students, FIU's six-year graduation rate for under-represented student groups exceeds the national averages for 4-year public institutions as follows: Black students 35.3% FIU v. 36.2% national; American Indian students 33.3% FIU v. 34.5% national; Hispanic students 49.1% FIU v. 43% national. Asian students at FIU have a 46.7% six-year graduation rate versus 64.5% national. This falls outside the 80% window. White non-Hispanics bring FIU averages down with a 37.6% rate as compared to the national rate of 56.8%

2) Percent of ethnicity graduating compared to its percent of the cohort – FIU met or exceeded the 80% margin for Hispanic and Asian students. (The American Indian/Alaska Native group with only three students is not sufficiently large for meaningful comparison). For Hispanic and Asian students, the percentage of graduates within six-years met or exceeded the percentage each group represented within the entering FTIC cohort in 2003. Black students are graduated at a rate only 77.2% of the percent of the cohort placing this group outside the acceptable margin.

3) Percentage of ethnicity retained – FIU met or exceeded the 80% margin for all under-represented student groups. In all under-represented student groups, the percentage of the students retained in the seventh year met or exceeded 80% of the percentage each group represented within the entering FTIC cohort in 2004.

Targeted Improvements/Interventions: To address FIU's continual decline in six-year graduation rates, a significant realignment of the university structure, policy and practice is underway which includes the following eight key elements:

a. Admit students directly into their major.
b. Admit undecided students to a separate College, with the primary mission of assisting them to determine a viable major within 45 credits. Undergraduate Education should transform to become this separate College, hereafter referred to in this proposal as the College of Undergraduate Education.
c. Every admitted student should have a viable path to graduation, hence alternative programs are needed for selective admissions majors and an Interdisciplinary Major for students electing to combine disciplines in order to achieve their career objectives.
d. Implement Major Maps for every program which define required courses and their sequence and serve as the foundation of a transparent tracking system.
e. Implement an on-line Tracking system (e-Advising) with Critical Indicators in each major to identify students as "on" or "off" track.
f. Place accountability for retention and graduation within each College in a manner that encourages continual student guidance into the appropriate program for their success.
g. Fund Colleges and Schools on a planned enrollment basis.
h. Give high priority and funding to Student Academic Support Services.

This massive university-wide transformation is based on proven strategies at Arizona State University, Florida State University and others across the country. Working in partnership with the Educational Advisory Board based in Washington, DC, FIU intends to complete this project for the cohort entering in Fall 2012.

Excelencia in Education, a Washington, D.C.-based non-profit organization whose mission is to accelerate Latino student success in higher education, will release "Latino College Completion: Florida," the first in a series of state-by-state fact sheets assessing the status of Latino degree attainment.

FIU joins Miami Dade College, Florida College Access Network and Univision Communication in implementing coordinated strategies and policies to increase Latino college attainment while supporting greater college completion for all Americans. As part of the Ensuring America's Future initiative, the fact sheet highlights successful examples of programs at Miami Dade College and Florida International University that are leading America forward.

Florida International University remains the largest producer of minority baccalaureate degrees and Hispanic master's and baccalaureate degrees in the nation. Several successful initiatives have been adopted to address Hispanic student success in higher education—examples that can be adopted throughout the country.

Bachelor's Degrees Awarded, Academic Year 2009 - 2010

Chart 5. Bachelor's Degrees Awarded, AY 2009-2010

	NRA	B	AI/AN	A/PI	H	W	Unk	T
Men	192	242	2	113	1,504	347	9	2,409
Women	263	478	10	128	2,414	552	12	3,857
Total	455	720	12	241	3,918	899	21	6,266
Category % of Total	7.3%	11.5%	0.2%	3.8%	62.5%	14.3%	0.3%	100.0%

Source: IPEDS Completions 2010-11 report (degrees awarded AY 2009-10), GRAND TOTAL BY FIRST MAJOR, Bachelor's degrees. Chart for 99.0000, all disciplines.

Benchmark for Data Assessment: The benchmark selected for bachelor's degrees awarded is the percent of under-represented students at FIU compared to the percent of under-represented students throughout the entire state university system (SUS). FIU endeavors to meet or exceed 80% of the percent of under-represented students graduating in the SUS.

Data Assessment: In 2007-08, 48,369 baccalaureate degrees were awarded to undergraduates throughout the Florida State University System (SUS). FIU awarded 6,226 bachelor's degrees, of which 4,891 or 78.6% were to Black, Hispanic, Asian or American Indian students. FIU exceeded the total percentage as well as the 80% benchmark for total under-represented students graduating in the SUS.

Within the under-represented student groups, FIU compares favorably over the SUS in Black, Hispanic and Asian baccalaureates. The twelve American Indian graduates at FIU were not

significant for a meaningful comparison. As noted in the chart above, FIU met or exceeded the 80% benchmark of percent under-represented students graduating in the SUS.

On the national level, FIU holds a competitive ranking among the top 100 colleges and universities graduating students from various under-represented student groups. *Hispanic Outlook in Higher Education Magazine*[4] in May 2011 ranked FIU #1 among the top producers of baccalaureate and master's degrees to Hispanic students. And, *Diverse Issues in Higher Education*[5] ranks FIU in the top 11th to 44th (varies by major) percentile among the top producers of African American baccalaureates.

Targeted Improvement: No targeted improvements are identified for this area.

Program Area: GRADUATE STUDENTS

Chart 6. Master's Degrees Awarded, Academic Year 2009-2010

	NRA	B	AI/AN	A/PI	H	W	Unk	T
Men	265	78	2	29	370	171	7	922
Women	232	213	4	56	644	256	14	1,419
Total	497	291	6	85	1,014	427	21	2,341
Category % of Total	21.2%	12.4%	0.3%	3.6%	43.3%	18.2%	0.9%	100.0%

Source: IPEDS Completions 2010-11 report (degrees awarded AY 2009-10), GRAND TOTAL BY FIRST MAJOR, Master's degrees. Chart for 99.0000, all disciplines.

Chart 7. Research Doctorates, Academic Year 2009-2010

	NRA	B	AI/AN	A/PI	H	W	Unk	T
Men	34	3	0	2	10	11	0	60
Women	21	3	0	3	15	12	0	54
Total	55	6	0	5	25	23	0	114
Category % of Total	48.2%	5.3%	N/A	4.4%	21.9%	20.2%	N/A	100.0%

Source: IPEDS Completions 2010-11 report (degrees awarded AY 2009-10), GRAND TOTAL BY FIRST MAJOR, Doctoral degrees. Chart for 99.0000, all disciplines.

Chart 8. Professional Doctorates, Academic Year 2009-2010

	NRA	B	AI/AN	A/PI	H	W	Unk	T
Men	2	5	0	1	36	43	3	90
Women	2	6	0	4	48	24	2	86
Total	4	11	0	5	84	67	5	176
Category % of Total	2.3%	6.3%	N/A	2.8%	47.7%	38.1%	2.8%	100.0%

Source: IPEDS Completions 2010-11 report (degrees awarded AY 2009-10), GRAND TOTAL BY FIRST MAJOR, Professional Doctorate degrees. Chart for 99.0000, all disciplines.

[4] http://www.hispanicoutlook.com/top100.htm
[5] http://diverseeducation.com/top100/

Data Assessment of Master's Degrees Awarded

Two thousand three hundred forty-one master's degrees were conferred during the AY 2009-2010 (Chart 6). A total of 1,419 master's degrees were awarded to women (60.6%) compared to 922 master's degrees awarded to men (39.4%). The gender proportion of master's degrees conferred in AY 2009-2010 closely reflects that of male/female population of the total FIU student body (56.1% female and 43.8% male).

Hispanic students were awarded the largest number of master's degrees, with 1,014 conferrals representing 43.3% of the total number of master's degrees awarded last year. Non-resident alien (NRA) students accounted for the second largest fraction, 21.2% of the total number of master's degrees awarded in the AY 2009-2010. White students were awarded 18.2%, Black students earned 12.4% and Asian/Pacific Islander students accounted for 3.6% of the total master's degrees conferred. Six master's degrees were conferred for American Indian/Alaska Native students.

The majority of master's degrees were conferred to women, with Hispanic females representing the largest gender-specific fraction, 27.5%, of the total number of master's degrees awarded for AY 2009-2010. The percentage of master's degrees awarded to females was also higher than for their male counterparts within each of the Black, Asian/Pacific Islander, Hispanic and White racial/ethnic categories. The NRA group represented 21.2% of the total degrees conferred. Within the NRA group, forty-seven percent of the master's degrees were awarded to females compared to approximately 53% awarded to males.

In comparison with AY 2008-2009, female students made modest gains in fraction of master's degrees awarded (1246 degrees or 55.9% in AY 2008-2009 vs. 1,419 degrees or 60.6% for AY 2009-2010). Male students had a slight decline in the fraction of master's degrees awarded (984 degrees or 44.1% in AY 2008-2009 vs. 922 or 39.4% in AY 2009-2010). For the AY 2009-2010, females within the Black, Asian/Pacific Islander, Hispanic and White categories were awarded more master's degrees in comparison with their male counterparts, a trend that was also observed for the AY 2008-2009. Two hundred and thirteen master's degrees were awarded to Black females this year, an increase of 1% from last year. The fraction of master's degrees conferred to Asian/Pacific Islander, Hispanic and White females increased slightly for the AY 2009-2010 compared to the previous year (66% 2009-2009 AY vs. 67.3% 2009-2010 AY) Females continue to represent more than half of all master's degrees awarded, with a modest increase from 55.9% to 60.6% over the last two academic years. These modest shifts in the gender proportion of master-degree recipients more closely represent the female/male ratio in the general FIU student population.

Data Assessment of Doctoral Degrees Awarded

A total of 114 doctoral degrees were conferred for the AY 2009-2010 (Chart 7). NRA (48.2%) and Hispanic students (21.9%) students made up 70.1% of the total number of doctoral-degree recipients. Doctoral degrees were awarded to 23 White students or 20.2% of the total number of doctoral degrees awarded. Asian/Pacific Islander students earned 4.4% of the doctoral degrees. Black students also represented 5.3% of the total doctoral degrees awarded. No doctoral degrees were recorded for the American Indian/Alaska Native group during the AY 2009-2010.

While the majority of master's degrees for AY 2009-2010 were awarded to females, the majority of doctoral degrees (52.6%) were awarded to male students. This is due to a higher percentage of doctoral degrees being awarded to males compared to females within the NRA group. Within the White, Hispanic and Asian/Pacific Islander racial/ethnic categories, female students were awarded

more doctoral degrees than their male counterparts. Female Hispanic students accounted for 60% while males accounted for 40% of doctoral degrees awarded within this group. The male to female ratio was equally divided within the Black racial category.

For the last two years approximately two-thirds of all doctoral degrees were awarded to NRA and White students, however within these groups there is an increase from 37.8% to 48.2% in representation from NRA group, with a decrease from 30.7% to 20.2% in doctoral degrees to White students. Hispanic students made modest gains in doctoral-degree conferrals (3% gain). Doctoral degree productivity of Asian Pacific Islander and White students decreased. The number of doctoral degrees for Black students was constant for AY 2009-2010, but the overall percentage decreased from 6.3% to 5.3%.

Data Assessment of First Professional Degrees Awarded

For AY 2009-2010, the designation of "Professional Doctorates" represents degrees awarded through the College of Law (JD) and the College of Nursing and Health Sciences (DPT-Doctorate Physical Therapy) (Chart 8). One hundred and seventy-six degrees were awarded under the professional doctorate category.

This year approximately 85% of the professional degrees were awarded to Hispanic and White students, 47.7% and 38.1% respectively. Males represent 52% and females 48% of the degree recipients. Hispanic students represented the largest group, 47.7% of degree recipients. White students represented the second largest group, 38.1% of degree recipients. Black students represented 6.3% of the degrees awarded, 54.5% of which were female. There were no degrees granted to American Indian/Alaska Natives. NRA and Asian/Pacific Islander students represent a small fraction (< 5%) of the professional degrees awarded.

Targeted Improvement

FIU makes a significant contribution to the total number of graduate degrees awarded nationally to resident Hispanic and Black students, but after careful evaluation of our data we have identified recruitment and retention of Black students as a primary goal for our graduate programs. We are particularly focused on increasing the number of Black students participating and completing doctoral degrees. For the AY 2009-2010, the number of doctoral degrees awarded were evenly split between black female and male students, at 3 each. We will explore activities to increase doctoral-degree productivity of Black students to be more representative of the general population. A secondary goal is the recruitment and retention of Hispanic doctoral students. The percentage of doctoral degrees awarded to Hispanic students (21.9%) is much lower than the percentage of master's degrees awarded to Hispanic students (43.3%) at FIU.

The University Graduate School (UGS) plans to establish better mechanisms for assessing and mentoring Black and Hispanic students to help with the timely completion of their graduate degrees. The Graduate Minority Opportunity Program (GMOP) has been revised to actively target retention and success of incoming graduate Black and Hispanic students. Mentoring, professional development and academic support activities will be structured to increase engagement level of this group.

Targeted Goals

For AY 2009-2010, Black students represented approximately 10% of FIU doctoral degrees awarded to US residents. Our goal is to increase this by .5% to 1% each year so that by AY 2012-2013, doctoral degrees awarded to Black students make up 10% to 20% of the total FIU doctoral degrees awarded. Our goal is to increase this by a minimum of .5% each year to a fraction of 15% of the total FIU doctoral degrees awarded to Black students by AY 2012-2013. We also would like to increase

the number of doctoral degrees relative to master's degrees awarded for Black and Hispanic resident students. Forty-two percent of FIU doctoral degrees conferred during the AY 2009-2010 to US residents were awarded to Hispanic students. Our goal is to achieve a 15% increase in doctoral degrees awarded to Hispanics by AY 2012-2013. Resources will be focused on recruitment and retention.

Recruitment

UGS representatives attended 23 graduate college fairs including seven at SUS institutions, two McNair Research Conferences, one Hispanic-Serving Institution fair, four Historically Black College and University fairs, and the 2010 NAAAHP Undergraduate Research Conference and graduate fair. UGS has identified the most promising recruiting venues for 2011-2012, including several McNair Research Conference(s), five Idealist fairs, and specific HSI and HBCU state college fairs in FL, GA and TX. Recruitment initiatives are under way to continue expanding and strengthening the presence of FIU in minority-populated markets. As a result of our recent recruitment activities FIU will have two or three new McKnight Fellows starting in Fall Semester 2011. McKnight Fellows, which are Black or Hispanic doctoral students, are supported by the Florida Education Fund (FEF) but also receive a $10,000 enhancement and a medical insurance supplement from the UGS at FIU. UGS also awarded its first two institutionally funded FIU McNair Graduate Fellowships (one doctoral and one master's) to new students starting in Fall Semester 2011. These FIU McNair Fellows (largely URM students pursuing a master's or doctoral degree), are fully supported by UGS during the first half of their graduate education and supported by their graduate program during the second half in the form of a graduate assistantship.

The UGS distributed $93,559 to 21 academic units to enhance their general graduate recruitment efforts for the AY 2009-2010. Participating departments include: Africa and African Diaspora Studies, Art and Art History, Biological Sciences, Chemistry, Computing and Information Sciences, Civil and Environmental Engineering, Earth and Environment, Global and Socio-cultural Studies, History, International Relations, Mechanical and Materials Engineering, Modern Languages, Music, Nursing, Physics, Political Science, Psychology, Public Administration, Physical Therapy and Public Health. Many of these departments have a concentration of diverse students and/or females, i.e., Public Administration and Public Health.

Although a summer research experience for underrepresented groups was not initiated for summer 2011, logistics for a similar program is being considered for summer 2012 for STEM students from Puerto Rico through a partnership with the University of Puerto Rico – Rio Piedras.

Retention

The UGS funded several initiatives aimed at retaining minority graduate students and graduate students during the AY 2009-2010. The Graduate Minority Opportunities Program (GMOP) and Willie Williams Endowment Award assisted in the retention of Black and Hispanic students. The GMOP paired twenty historically underrepresented students with minority faculty and representatives from the University Graduate School in providing retention-focused workshops (library research skills, writing skills, and the overall graduate experience), and networking opportunities. The Williams Awards provided cash awards to students who best represented, through scholastic and community endeavors, a commitment to strengthening cultural diversity in higher education. Additionally, in partnership with our Center for Excellence in Writing, graduate students continue to receive assistance with graduate-level writing via workshops and one-on-one tutoring. The UGS also worked with the Office of Research Integrity to offer Responsible Conduct of Research workshops. In addition, the Graduate Advisory Board (GAB) continues its work in helping students voice concerns

and ideas and provide feedback about the graduate community to its major stakeholders (UGS, SGA, GSA, etc).

GMOP scholarships will be awarded to incoming graduate students for Fall 2011 based on summer selections. GMOP has been restructured to improve impact and to increase the proportion of funds and the number of scholarships awarded to participants. GMOP scholarship recipients will participate in a variety of workshops and programs to provide a solid foundation for their graduate studies. The programs will take place over the course of their first two semesters at FIU. Through these specific recruitment efforts and retention activities, the UGS has established itself as a resource for incoming, minority graduate students at both the master and doctoral levels. The UGS plans to increase outreach and support services to Black, Hispanic and female students.

STUDENT FINANCIAL ASSISTANCE

The Office of Financial Aid administers student financial aid in accordance with federal and state laws, regulations and guidelines as well as institutional policies and procedures. The office is audited annually to ensure federal and state aid programs are properly managed and funds are timely disbursed to students.

In terms of benchmarking, the office compares its full-time, first time degree seeking undergraduates receiving aid against the national average derived for four year public Title IV institutions. The office endeavors to meet or exceed 80% of the national average in terms of total students aided and those receiving federal, state and institutional aid. The chart below illustrates that the university compares favorably when applying the 80% rule against this national averages.

IPEDS: Full-time, First-time Degree/certificate Undergraduates Receiving Financial Aid

	% Receiving					Average $ Amount			
	Students	Federal Grants	State Grants	Inst.	Loans	Federal Grants	State Grants	Inst.	Loans
2008: National Avg*	78	28	38	36	45	$3,675	$2,963	$3,956	$5,190
2009: FIU Avg**	96	41	85	50	27	$5,906	$3.055	$2,351	$5,433
FIU/National Avg	1.23	1.46	2.23	1.34	n/a	1.60	1.03	0.59	n/a
80% Threshold	Yes	Yes	Yes	Yes	n/a	Yes	Yes	No	n/a

**Source: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS), Fall 2007, Student Financial Aid component.*
***Source: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS), Spring 2011 (most recent institutional data submission to NCES)*

The most recent national data for 2008 show that 78% of the full-time, first-time degree seeking undergraduates received aid. The institution exceeded the 80% rule in terms of percentage of total students aided (123%), students receiving federal grants (146%) and students receiving state grants (223%), and institution grants (134%).
Looking at the data for average amount of award the institution met or exceeded the 80% rule for all types of awards except Institutional grants, where increased need and enrollment put pressure on limited resources.

STUDENT SERVICES

Student Services require periodic review by the institution to determine compliance with equity statutes. Non-discrimination on the basis of race, gender, national origin, marital status, or disability is required. Those services include:

1. **Guidance and Counseling (in higher education: "academic advising")**

Undergraduate Academic Advising Services
(University Wide and Undergraduate Education Academic Advising Center)

Florida International University is classified as a Hispanic Serving Institution, one with at least 25% Hispanic full-time equivalent (FTE) undergraduate enrollment. FIU exceeds the HSI classification requirement, with a large minority population that included 65% Hispanic undergraduate enrollment and 12% Black undergraduate enrollment in Spring 2010, percentages that are typical for the institution on a given academic year. In addition, students' use of the Academic Advising Center was proportional to their ethnic representation: 67% of students using the Advising Center were Hispanic, comparable to their representation (65%) in the undergraduate student body.

2. **Admission to Academic Program**

Each year the Office of Undergraduate Admissions (OUA) implements a recruitment plan that includes efforts that target African-American and other underrepresented minority students. This plan includes strategies to attract and enroll minority students by building an applicant pool that reflects the diversity of South Florida. FIU's Undergraduate Admissions Office supports and collaborates with departments university-wide to implement specific goals to increase participation from minority students and their parents.

Examples of these partnerships and collaborations include the following:

High Schools that serve as feeder schools with significant minority enrollments are visited several times a year, including targeted schools in Miami-Dade County. During these visits information is shared with high school counselors and high school students about FIU's academic programs, cultural life as well as financial aid. We also extend to students and their families invitations to attend on-campus programs such as Open Houses, Panther Walks, and Campus Tours.

Since the Fall of 2009, FIU's Enrollment Services division, through its community connection campaign, has built strong ties with agencies and churches in Miami's Liberty City area, whose population is predominantly African-American.

Dedicated Undergraduate Admissions staff conducts personalized communications throughout the year to aid minority students. This includes communications that generates applications, has more applications completed, and counsels students about transitioning into the university.

College awareness programs are offered in venues that serve minority students. (e.g. churches, community agencies, sororities, fraternities, etc.). There are several civic, social, religious and

educational groups, which serve minority populations and are informed of our academic offerings through mailings, personal contact and college readiness and financial literacy programs. We recognize these are often the best conduits for building both quality and quantity of applications. We continue to build ties with community base organizations that help students and their families prepare for college as early as middle school.

Through collaborative relationships with the university's various pre-college programs minority students receive information about FIU's academic programs, and the admission process. An FIU admissions staff member is expected to maintain close relationships with all pre-college programs. Many of these students attend high schools that are visited regularly by the admissions staff, but are sometimes not present during the high school visits for a variety of reasons. Meeting with them through the pre-college programs or community based organization visit often allows us to reach parents more directly as well. We present workshops, seminars and campus tours throughout the academic year. Some of these programs include, but are not limited to, 5,000 Role Models of Excellence, Upward Bound Program**,** Partners in Progress and Gear-Up. Additionally the university is a partner with Ventures Scholars, who also identify talented minority students throughout the country.

Outstanding minority recruitment initiatives are used to promote university-wide scholarship opportunities to attract and enroll minority students. These opportunities include but not limited to the Office of Admissions Academic awards, Venture Scholars, Golden Drum, MAPS Scholars Award and the Invitational Scholars award, as well as the general university scholarship programs. The University maintains scholarships for students recognized as National Achievement Scholars, and National Hispanic Scholars, as well as National Merit Scholars.

Since the Fall 2006 FIU has offered, in collaboration with Miami Dade College, a unique approach to access for South Florida students through its Dual-Degree Program. Applicants who are not immediately admissible to FIU as high school students are invited to accept admissions to both a local community college and FIU with the understanding that, once they complete their AA degree within a three years window, automatic admission to FIU will occur. While attending the community college, students have access to some of FIU's services as well as advising resources and bridge advisors. To date, over 4,000 high school applicants have enrolled on the Dual-Degree Program; over 250 candidates have completed their AA degree and transitioned to the university; another 700 candidates are expected to transition to the University by Fall 2011.

3. Health Services

University Health Services

Demographic Data -- Office visits

Appointments/Office encounters (2009-2010)

(Includes all clinic appointments and wellness center consultations):

Location	Male	Female	Total	% Male	% Female
Modesto A. Maidique	5575	14622	20,197	27.60%	72.40%
Biscayne Bay	1835	4743	6,578	27.90%	72.10%
Both campuses -- Overall total	7410	19365	26,775	27.68%	72.32%

Analysis: The gender ratio of patients seen at the FIU health clinics at each campus is similar and reflects the national trends for health care access by gender [1] [2].

Ethnicity -- Encounters

Category	Number	% of total
American Indian	53	0.20%
Asian	1332	4.97%
Black	3887	14.52%
Hispanic	11661	43.55%
White	9327	34.83%
Not reported	467	1.74%
Other	48	0.18%
Total	26775	100.00%

Analysis: The ethnicity of patients who receive on-campus clinical care and consultative services at University Health Services closely mirrors the overall ethnicity of students enrolled at the University.

References

[1] Park, M. Jane, Tina Mulye, Sally H. Adams, Claire D. Brindis, and Charles E. Irwin. "The Health Status of Young Adults in the United States." *Journel Of Adolescent Health 39*. (2006): 305-317. Print.
[2] Norcross, William A., Carlos Ramirez, and Lawrence A. Palinkas. "The Influence of Women on the Health Care-Seeking Behavior of Men." *Journal Of Family Practice*. (1996): 2-4. Print

4. Club and Intramural Athletics (report on gender only) [2]

Demographic Data
2009-2010

	FIU 2008/2009		FIU 2009/2010	
	# Teams	%	# Teams	%
IM Sport Teams				
Female	52	15%	54	15%
Male	265	76%	270	75%
Co-Rec	32	9%	36	10%
Total	349		360	
IM Sport Participants[4]				
Female	550	25%	570	21%
Male	1,649	75%	2,104	79%

[2] The word "Interscholastic" is not shown here as a requirement, although it is included in the Florida Educational Equity Act. It is not a term used in higher education. Also, universities are directed to focus reports in this section on intramural and club offerings. Each university is required to provide its detailed report on intercollegiate athletics pursuant to Ch. 1006.71, Gender Equity in Athletics, in the following section.

Total	2,199		2,674	
IM Sport Participations[5]				
Female	2,893	19%	2,942	17%
Male	12,691	81%	14,434	83%
Total	15,584		17,376	
Sport Club Participants	15 total clubs		15 total clubs	
Female	49	22%	45	21%
Male	171	78%	170	79%
Total	220		215	

Florida International University Intramural program (IM) fosters male and female student development in important life skills such as leadership, competitiveness, teamwork and sportsmanship. Students are encouraged to live a balanced life style while developing habits that have a positive impact on their health. The intramural program is a component of the Recreation Center. The Rec Center was named an "Outstanding Sports Facility" by the National Intramural-Recreational Sports Association (NIRSA) in April of 2006, and was nominated for both a "Facility of Merit" Award with Athletic Business Magazine and a Recreation Management "Innovative Architechture & Design" Award. Our Recreation Center usage figures still consistently show a 2:1 male to female ratio, reflecting the national trend.

Rural, residential campuses continue to have the most positive female IM Sports participation ratios. One of the largest factors that hinder participation at FIU is the commuter lifestyle for many students here. The goal is to improve women's participation by offering institutional clinics for women in sports that they may be less familiar, target residential halls, increase promotional efforts for women, increase use of social networking methods and gain access to assessment data of incoming freshman women's sports background and interest (used in the NCAA Title IX evaluation) in order to create and or adjust programming.

5. Housing

Student Housing

Demographic Data- 2009-2010

	Fall 2009	Percent %	Fall 2010	Percent %
Occupancy Count	2651	100%	2825	100%

Gender	Fall 2009	Percent %	Fall 2010	Percent %
Females	1465	55.25	1620	57.3
Males	1186	44.75	1205	42.7

Ethnicity	Fall 2009	Percent %	Fall 2010	Percent %
White	667	25.17	580	20.5
Black	748	28.19	881	31.2
Hispanic	720	27.17	846	29.9
Asian	122	4.6	139	4.9
Native American	13	.49	20	7.1
Other	381	14.38	359	12.7

Housing & Residential Life provides students with services, programs and resources to make home at FIU safe, exciting and vibrant. We strive to provide an environment that promotes personal growth, academic success and a sense of community without regard to race, color, religion, national origin, ancestry, sex, disability, or familial status. In Fall 2009, Housing utilization by gender is reflective of the University population as a whole, with 55% female and 45% male. The fall 2009 ethnic breakdown of White, Black and Hispanic housing residents is 25% White, 28% Black and 27% Hispanic.

6. Student Employment

Currently, Florida International University is not collecting data related to gender ethnicity of student workers. **Equity in Intercollegiate Athletics**

PART IV. SEX EQUITY IN ATHLETICS

Each university shall prepare an annual update to the Gender Equity Plan and conduct an assessment of goal achievement in accordance with Florida Statue (Ch. 1006.71).

Table 4: Sex Equity in Athletics

Chart 1. Sex Equity in Athletics Update

Element	Assessment	Area for improvement?
1. Sports offerings	Survey completed September 2010.	No
2. Participation rates, male and female, compared with full-time undergraduate enrollment	Female Participation Rates does not mirror full-time undergraduate enrollment.	Yes
3. Availability of facilities, defined as locker room, practice, and competitive facilities	Softball Grandstands	Yes
4. Scholarship offerings for athletes	Equitable	
5. Funds allocated for:		
a) the athletic program as a whole	Equitable	
b) administration	Equitable	
c) travel and per diem allowances	Equitable	
d) recruitment	Equitable	

e) comparable coaching	3 men's sports have maximum allowable full-time coaches, 6 women's sports have maximum allowable coaching positions but only 1 has the maximum with full-time employees. Others are graduate assistants.	Yes
f) publicity and promotion	Equitable	
g) other support costs	Equitable	
6. Provision of equipment and supplies	Equitable	
7. Scheduling of games and practice times	Equitable	
8. Opportunities to receive tutoring	Equitable	
9. Compensation of coaches and tutors	Equitable	
10. Medical and training services	Equitable	
11. Housing and dining facilities/services	Equitable	

B. Areas for Improvement

Each university shall identify areas for improvement from the previous year's update which included a timetable for improvement in this data year. Each university shall specify the extent to which those gender equity goals have been accomplished.

Chart 2. Sex Equity in Athletics Update – Areas for Improvement

Areas for improvement	Program for improvement	Timetable
Participation Rates	Add an additional female sport	Hire coach 2011
Softball Stadium Facility	Grandstand at softball stadium	Completion 2014
Comparable Coaching	Women's softball, soccer, and volleyball	Completion 2013

C. Basis for Compliance

Each university shall check one basis below for assuring that it is in compliance with the Florida Educational Equity Act:

__x_ accommodation of interests and abilities
____ substantial proportionality
____ history and practice of expansion of sports

2010-2011 Athletic Participation by Sport

COMPONENT 1	NUMBER OF PARTICIPANTS*								
Varsity Teams	Males			Females			Total		
	2008-09	**2009-10**	**2010-11**	2008-09	**2009-10**	**2010-11**	2008-09	**2009-10**	**2010-11**
Baseball	31	30	35	0	0	0	31	30	35
Basketball	11	15	14	13	13*	12	24	28	26
Golf	0	0	0	7	5*	7	7	5	7
Softball	0	0	0	20	17	19	20	17	19
Swimming	0	0	0	21	23	23	21	23	23
Tennis	0	0	0	8	8	8	8	8	8
Track&Field & X Country	25	28	30	26	31	44	51	59	74
Volleyball	0	0	0	12	14*	14	12	14	14
Soccer	23	22	24	23	24	25	46	46	49
Football	91	90	99	0	0	0	91	90	99
Total Participants	181	185	202	130	135	152	311	320	354
% of Participants	58.1%	57.8%	57.0%	41.8%	42.1%	42.9%			
Fall 2010 EF2A Student Enrollment	20,765	19,370	23,956	27,330	25,591	31,070			
Percent Student Enrollment	43.1%	43.0%	43.4%	56.7%	56.7%	56.3%			

**Numbers are based on anyone who was eligible to compete the last day prior to the first date of competition in the sports' competitive season.*

** 4 female international student-athletes were not cleared for competition by the NCAA prior to the first date of competition.

Female Enrollment Rates Compared to Participation Rates 09-10 and 10-11 by Gender

Women Athletes	2009-2010	2010-2011
Enrollment	56.7%	56.3%
Participation	42.1%	42.9%
Gap Variance	**14.6%**	**13.4%**

According to the table, in Fall 2010, females were **56.3%** of students enrolled full-time at the university compared to **42.9%** of student athletes. This component remains out of compliance due to the more than 5% gap between the percentage of participants and the percentage of female students enrolled in Fall 2010. It should be noted while the University female enrollment decreased slightly the participation of female student-athletes increased by 0.8%.

D. Program Overall Effectiveness

The Department of Intercollegiate Athletics at Florida International University is committed to ensuring Title IX compliance. Interest survey results indicate that the sports offerings are meeting the interests and abilities of our demographic and confirmed that the University is in compliance with the Florida Educational Equity Act (FEEA).

The Department has continued to make tremendous efforts to address the disparity in participation rates of males versus females. Our efforts over the past few years include the expansion of participation opportunities for females through a proactive approach to inviting walk-ons to our female sports programs. Despite such efforts however, the department has continued to have lower participation rates of females as compared to males.

In an effort to further address the disparity in participation rates however, strategies continue to be implemented and have been successful in narrowing the gap. Such strategies include: enforcing roster caps to limiting the squad size for the men's sports teams, encouraging additional walk-ons for women's sports teams, and hiring top-level head coaches for women's sports to attract more female student-athletes. To continue to support developing interests and abilities of the members of the underrepresented sex, the Department of Intercollegiate Athletics is adding the emerging sport of sand volleyball. Athletics will hire a coach in 2011-12. The coach will begin recruiting a team that year. The necessary facilities for practice will be established no later than fall 2012. Competition facilities will be completed by 2012-2013. A disparity exists in the number of full-time coaches for the women's teams versus the number of full-time coaches for the men's teams. The plan is to provide equity in the full-time coaching positions by adding a full-time coach for the women's sports of softball, soccer, and volleyball. The budgeting process will begin in fall 2011 and the hiring process will be complete by fall 2013. The softball grandstand was identified as needing improvement. Construction is set to begin by spring 2013.

The department has made tremendous strides in addressing the inadequate locker room facilities for our basketball, volleyball and soccer programs. The newly expanded/renovated facilities were completed in August 2010. In addition, the soccer stadium sod was replaced with state-of-the-art celebration sod for the 2010 season. Construction was completed in September 2010 for the new 2,800 square foot covered batting cages for the softball program. In March 2011, the U.S. Century Bank Arena scoreboards were replaced with new video scoreboards for the basketball and volleyball programs. Construction is currently in progress to renovate existing space to provide locker room facilities for the swimming and diving and track and field cross-country teams. These programs have not had any permanent locker room facilities at FIU.

The actual amount of funds spent on women's and men's programs differs but the quality of services for each program is equal. The budget figures meet the needs of the programs.

The Department of Intercollegiate Athletics emphasizes excellence in academics, community involvement, and competition. All academic services (e.g., tutoring services, computer lab, academic advising) are available irrespective of gender to assist the student-athlete in achieving academic success. A learning specialist is employed and available to all student-athletes. Coaches play a key role in encouraging and monitoring student athletes in their academics.

ACADEMIC COUNSELING

Some of the university-wide departments and programs providing academic support services are:

Panther Preview (undergraduate orientation); the Academic Advising Center, as well as advising centers in colleges and schools; the Assistance for Academic Achievement tutorial program through Student Affairs; the Center for Excellence in Writing; the Counseling and Psychological Services Center; the Office of Career Services; the University Technology Services Support Center; and Libraries and Learning Resources. These programs are among many that offer academic support to students.

The director of the Student-Athlete Academic Center (SAAC) is responsible for supervising academic services to student-athletes. The director reports to the dean of Undergraduate Education, and maintains an informal relationship with the director of athletics. The dean and the provost have secured additional funding for the SAAC, which has allowed hiring of additional full-time professional academic advisors. In 2005, the SAAC had three full-time advisors; it now has five full-time advisors, plus the director, associate director-learning specialist, and assistant director. The increased financial support has also enabled hiring of additional tutors. In 2005, the SAAC's tutoring budget was $30,000; in 2010, it was $150,000, an increase of 400 percent over a five year period.

SAAC services are available to any student-athlete irrespective of gender. Student-athletes learn about the program when they are prospects on their official visits or later from the SAAC academic coordinators for their assigned teams. The center's academic services are detailed at team meetings at the beginning of the fall semester, and in the Student-Athlete Handbook, which is given to all student-athletes and available on the University website. There are no gender-equity issues in the provision of academic assistance to student-athletes.

ADDRESSING GENDER ISSUES

To continue to support the developing interests and abilities of the members of the underrepresented sex, the Department of Intercollegiate Athletics will add the emerging sport of sand volleyball. Athletics will hire a coach in 2011-12. The coach will begin recruiting a team upon assuming his/her role. The necessary facilities for practice will be established no later than fall 2012, and competition facilities completed by 2012-13. The director of athletics, senior associate athletic director and senior woman administrator, and the Title IX Gender Equity Subcommittee will review the progress of this process.

SCHOLARSHIPS

An analysis of the athletic student aid from 2006-07 to 2009-10 reveals that the men's scholarships have returned to the rate achieved in 2006-07. This is significant because in 2007-08, the NCAA imposed scholarship penalties which impacted the department's ability to award the full allotment of scholarships especially for the men's sports. The department absorbed the majority of the penalties in 2007-08 which resulted in the biggest decline in the men's scholarship awards (i.e., 51.1% for the men compared to 48.9% for the women). The years 2008-09 and 2009-10, therefore, saw a smaller deduction in the ability to award scholarships with a corresponding increase in the comparative percentages.

There is also a difference of over one percent in athletic financial assistance, favoring the women's athletic program. Although this difference exceeds the allowable one percent between the rates of

awards and the rates of participation, it is based on nondiscriminatory factors. Unlike men's sports, the natural recruiting area for the majority of women's sports (e.g., volleyball, tennis, golf) is outside Florida; out-of-state scholarships are at least twice the cost of in-state scholarships, therefore a higher rate of scholarship dollars go to women.

ACCOLADES

The following accolades were earned by FIU coaches and student-athletes in AY10-11.

- FIU football team wins 2010 Sun Belt Conference Championship
- FIU football team wins 2010 Little Caesars Bowl Championship
- Mario Cristobal named Sun Belt Conference Football Coach of the Year
- Anthony Gaitor drafted by the Tampa Bay Buccaneers.
- FIU women's tennis team wins the program's fifth Sun Belt Conference title.
- Melissa Applebaum-Dall'au named the Sun Belt Conference Tennis Coach of the Year
- Ciprian Mejia won the Sun Belt Conference Male Sporting Behavior Award

PART V. Employment Representation

The basis for the Employment data is the IPEDS Fall Staff report completed annually with data captured in October, final version prepared mid-January. Charts 1 – 4 of **TAB 5** notes race and gender representation within:

Chart 1. Category Representation – Tenured Faculty

Indicator	NRA	B	AI/AN	A (2010)	A/PI (2009 & 2005)	H	NH/OPI (2010)	W	≥ Two (2010)	NR	F	Total
Number, Fall 2010	6	24	0	64	N/A	60	0	284	0	0	118	438
Number, Fall 2009	7	27	0	N/A	61	62	N/A	275	N/A	0	118	432
Percentage Change From Fall 2009 to 2010	-14.3%	-11.1%	N/A	N/A	N/A	-3.2%	N/A	3.3%	N/A	N/A	0.0%	1.4%
Number, Fall 2005	0	26	0	N/A	55	62	N/A	303	N/A	0	123	446
Percentage Change from Fall 2005 to 2010	N/A	-7.7%	N/A	N/A	N/A	-3.2%	N/A	-6.3%	N/A	N/A	-4.1%	-1.8%
Area for improvement, compared with national standards? (Check if yes)												

Source: IPEDS Full-time Fall Staff 2010, 2009 and 2005

Chart 1

Analysis of the employment representation for tenured faculty demonstrates a slight decrease in the employment of all ethnic/racial protected classes. While we do not believe this is a statistically significant decrease at this time we will continue to monitor this trend closely. The representation of Females in this category remained the same. Blacks in this category decreased by an N=3, while total faculty for the university in this category increased by an N=6.

Chart 2. Category Representation – Tenure-Track Faculty

Indicator	NRA	B	AI/AN	A (2010)	A/PI (2009 and 2005)	H	NH/OPI (2010)	W	≥ Two (2010)	Not Reported	Female	Total
Number, Fall 2010	39	10	1	31	N/A	20	0	95	0	0	84	196
Number, Fall 2009	44	13	1	N/A	26	20	N/A	97	N/A	0	83	201
Percentage Change From Fall 2009 to 2010	-11.4%	-23.1%	0.0%	N/A	N/A	0.0%	N/A	-2.1%	N/A	N/A	1.2%	-2.5%
Number, Fall 2005	0	19	0	N/A	35	10	N/A	86	N/A	0	51	150
Percentage Change from Fall 2005 to 2010	N/A	-47.4%	N/A	N/A	N/A	100.0%	N/A	10.5%	N/A	N/A	64.7%	30.7%
Area for improvement, compared with national standards? (Check if yes)												

Source: IPEDS Full-time Fall Staff 2010, 2009 and 2005

Chart 2

Analysis of the employment representation for tenure-track faculty demonstrates an increase of 65% for females in this category when Fall 2005 is compared with Fall 2010. This analysis also indicated a significant decrease in Blacks of nearly 47%. The University will continue its commitment to advertising career opportunities in female and minority publication with an emphasis on publications directed at Blacks.

Chart 3. Category Representation – Non-Tenure-Earning Faculty or Faculty at Non-Tenure Granting Universities

Indicator	NRA	B	AI/AN	A (2010)	A/PI (2009 and 2005)	H	NH/OPI (2010)	W	≥ Two (2010)	Not Reported	Female	Total
Number, Fall 2010	11	16	0	13	N/A	42	0	128	0	0	105	210
Number, Fall 2009	11	15	0	N/A	9	38	N/A	118	N/A	0	97	191
Percentage Change From Fall 2009 to 2010	0.0%	6.7%	N/A	N/A	N/A	10.5%	N/A	8.5%	N/A	N/A	8.2%	9.9%
Number, Fall 2005	0	9	1	N/A	9	30	N/A	97	N/A	0	72	146

Percentage Change From Fall 2005 to 2010	N/A	77.8%	-100.0%	N/A	N/A	40.0%	N/A	32.0%	N/A	N/A	45.8%	43.8%
Area for improvement, compared with national standards? (Check if yes)												
Source: IPEDS Full-time Fall Staff 2010, 2009 and 2005												

Chart 3

Analysis of the employment representation for this category demonstrates a 44% increase in ethnic/racial protected classes from Fall 2005 to Fall 2010. Females in this category also fared significantly well with an increase of 46%. The institution also demonstrating an increase in Blacks by an N=1 and an increase in Hispanics by an N=4.

Chart 4. Category Representation – Executive/Administrative/Managerial

Indicator	NRA	B	AI/AN	A (2010)	A/PI (2009 & 2005)	H	NH/OPI (2010)	W	≥ Two (2010)	Not Reported	Female	Total
Number, Fall 2010	10	69	1	22	N/A	262	0	278	0	0	380	642
Number, Fall 2009	10	61	1	N/A	24	246	N/A	265	N/A	1	351	608
Percentage Change From Fall 2009 to 2010	0.0%	13.1%	0.0%	N/A	N/A	6.5%	N/A	4.9%	N/A	-100.0%	8.3%	5.6%
Number, Fall 2005	0	52	1	N/A	17	157	N/A	257	N/A	0	253	484
Percentage Change From Fall 2005 to 2010	N/A	32.7%	0.0%	N/A	N/A	66.9%	N/A	8.2%	N/A	N/A	50.2%	32.6%
Area for improvement, compared with national standards? (Check if yes)												
Source: IPEDS Full-time Fall Staff 2010, 2009 and 2005												

Chart 4

Analysis of the employment representation for this category demonstrates increases in all of the ethnic/racial protected classes. Overall, growth in ethnic/racial protected classes is 50.2%. Females also represented quite well with an overall growth of 32.6% across the five-year span of Fall 2005 to Fall 2010.

PART VI. AREAS OF IMPROVEMENT AND ACHIEVEMENT 2010 – 2011

Areas of Improvement Identified in June 2010 Report

DISCIPLINE	RANK	RACE	GENDER	GOAL
Science & Mathematics - Tenure-Earning Faculty	03	Minority	Female	2
Social Science - Non Tenure-Earning Faculty	04		Female	1
Social Science - Tenure-Earning Faculty	03	Minority	Female	2
Performing & Visual Arts - Tenure-Earning Faculty	03		Female	1

Achievement Report, June 2011

DISCIPLINE	ACHIEVEMENT	RANK	RACE	GENDER
Science & Mathematics - Tenure-Earning Faculty	2	03	Minority	Female
Social Science - Non Tenure-Earning Faculty	1	04		Female
Social Science - Tenure-Earning Faculty	2	03	Minority	Female
Performing & Visual Arts - Tenure-Earning Faculty	1	03		Female

The University continues to use funding from the Budgetary Incentive Plan to address areas of improvement. We continue to emphasize recruitment announcements in minority publications and have solicited the use of search firms to assist us in hard to recruit areas. These initiatives have assisted in minority growth over the last several years.

PART VII. Protected Class Representation in the Tenure Process

Florida Equity Reports
Florida International University
2010-2011

Table 7: Protected-class Representation in the Tenure Process, 2009-10

Sex, Race/Ethnicity	*Eligible	Applied	Withdrawn	Denied	Deferred	Nominated
MALES						
American Indian or Alaskan Native						
Asian or Pacific Islander	4	4	1	1		2
Black, Not Hispanic						
Hispanic	1	1				1
White, not Hispanic	3	3				3
Other, Not Reported						

Total Male (include Other, Not Reported)	**8**	**8**	**1**	**1**		**6**
FEMALES						
American Indian or Alaskan Native						
Asian or Pacific Islander						
Black, not Hispanic	1	1		1		
Hispanic	2	2				2
White, not Hispanic	1	1				1
Other, Not Reported						
Total Female (include Other, Not Reported)	**4**	**4**		**1**		**3**
GRAND TOTAL	**12**	**12**	**1**	**2**		**9**

*Eligible: Data collected only from departments with actual applicants. Does not include tenure nominations as a condition of employment.
ELIGIBLE FOR RECOMMENDATION: Faculty who have no more than six years credit toward tenure.
APPLIED: Faculty whose names have been submitted for tenure review. Sum of Withdrawn, Denied, and Nominated (or provide explanation).
WITHDRAWN: Faculty who withdrew from tenure consideration after applying for review.
DENIED: Faculty for whom tenure was denied during the review process.
NOMINATED Faculty for whom tenure is being recommended by the University.

Assessment of Tenure Process

Of the total 12 faculty eligible for tenure review, four were female. Of females, 2 were Hispanic, 1 was Black, and 1 was White; three of the four females (75%) were successful in obtaining tenure. Of the eight males, 4 were Asian, 3 were White and 1 was Hispanic. Six of the males were successful in obtaining tenure. One of the 8 male candidates withdrew his application for tenure and one was denied.

PART VIII. Promotion and Tenure Committee Composition, 2010-2011

Florida Equity Reports
FLORIDA INTERNATIONAL UNIVERSITY
2010 - 2011
PART VIII: Promotion and Tenure Committee Composition, AY 2009-10

	Black, not Hispanic		American Indian Alaskan Native		Asian or Pacific Islander		Hispanic		White, not Hispanic		Other, Not Reported		Total including Other, Not Reported	
Type of Committee	M	F	M	F	M	F	M	F	M	F	M	F	M	F
University Committee													**0**	**0**
No University-wide Committee	0	0	0	0	0	0	0	0	0	0	0	0	**0**	**0**

College of Architecture & the Arts													**0**	**0**
College Committee	0	0	0	0	0	0	1	0	2	1	0	0	**3**	**1**
Architecture Dept. Committee	1	0	0	0	0	0	3	1	1	1	0	1	**5**	**3**
Music Dept. Committee	0	0	0	0	0	0	1	1	2	0	0	0	**3**	**1**
Theatre & Dance Dept. Committee	0	0	0	0	0	0	1	0	3	2	0	0	**4**	**2**
College of Arts & Sciences													**0**	**0**
College Committee	0	0	0	0	0	1	1	0	3	2	0	0	**4**	**2**
Biological Sciences Dept. Committee	0	1	0	0	2	0	2	0	10	5	0	0	**14**	**6**
Earth & Environment Dept. Committee	2	0	0	0	3	0	2	0	10	3	0	0	**16**	**3**
Economics Dept. Committee	0	0	0	0	1	0	1	0	3	2	0	0	**5**	**2**
Politics & International Relations Dept. Committee	0	0	0	0	0	0	3	0	11	5	0	0	**14**	**5**
Religious Studies Dept. Committee	0	0	0	0	0	0	0	0	3	3	0	0	**3**	**3**
College of Business Administration													**0**	**0**
College Committee	0	0	0	0	4	0	0	1	1	0	0	0	**5**	**1**
Finance Department Committee	0	0	0	0	3	1	0	0	4	0	1	0	**8**	**1**
Dec. Sciences & Info. Systems Dept. Committee	0	0	0	0	3	0	0	0	2	0	1	1	**6**	**1**
Marketing Department Committee	0	0	0	0	0	0	0	0	4	0	0	0	**4**	**0**
Mgmt. & Int'l Bus. Department Committee	0	0	0	0	0	0	1	0	5	3	0	1	**6**	**4**
College of Education													**0**	**0**
College Committee	1	1	0	0	1	0	0	0	0	0	0	0	**2**	**1**
Educ. & Psych. Studies Dept. Committee	1	0	0	0	0	0	0	1	1	1	0	0	**2**	**2**
College of Engineering & Computing													**0**	**0**
College Committee	0	0	0	0	1	0	1	0	4	0	0	0	**6**	**0**
Biomedical Engineering Dept. Committee	0	0	0	0	1	0	1	0	1	0	0	0	**3**	**0**
Civil & Environmental Dept. Committee	1	0	0	0	3	1	3	0	0	1	0	0	**7**	**2**
Comp. & Info. Sciences Dept. Committee	0	0	0	0	2	0	0	0	1	0	0	0	**3**	**0**
Electrical & Computer Engineering Dept. Committee	1	0	0	0	0	0	2	0	5	1	0	0	**8**	**1**
College of Law													**0**	**0**
College Committee	0	0	0	0	0	0	0	1	4	2	1	0	**5**	**3**
No individual "departments" within the College of Law	0	0	0	0	0	0	0	0	0	0	0	0	**0**	**0**

Robert Stempel College of Public Health and Social Work													**0**	**0**
College Committee	1	0	0	0	1	0	0	0	2	2	0	0	**4**	**2**
Environmental & Occup. Health Dept. Committee	1	0	1	0	0	0	0	0	0	1	0	0	**2**	**1**
Health Prom. & Disease Prev. Dept. Committee	0	0	0	0	0	0	1	1	1	0	0	0	**2**	**1**

PART IX. Other Requirements

A. The Budgetary Incentive Plan

Although the University continues to experience budget reductions, the University has continued supporting the use of resources for the Equity Accountability Plan. One of these initiatives is funding to support minority hires in Academic Affairs or window of opportunity lines. As units identify qualified individuals, Academic Affairs will provide funding to support these hires outside of the Faculty Funding model, a distribution model for new faculty lines.

Academic Affairs also continues to support the leadership program for minority and female participants selected for the FIU Educational Enhancement Leadership Program each year.

Table A: 2010 Budgetary Incentive Plan

Estimated Expenditures	2010-11 Projected	2010-11 Actual	2010-11 Projected
Window of Opportunity Lines	$1,275,000	$1,275,000	$1,275,000
Faculty Advertising	$15,000	$15,000	$15,000
Enhancement Leadership Grant	$10,000	$10,000	$10,000

B. President's Evaluation

Each university President shall be evaluated on the results of the Florida Equity Reports Describe the process at this university for accomplishing this, as well as this year's results.

University and President's goals are established each fiscal year and are approved by the Board of Trustees. After the fiscal year has ended, the results are summarized and presented to the Board of Trustees for approval along with the goals for approval during the Fall Board meeting. The goals established for fiscal year 2009-2010 pertaining to the Florida Equity Report is as follows:

Increase the diversity of the University environment, both in ideas and in enrollment and employment equity as reflected in the Florida Educational Equity Act Report. The President has not undergone an

evaluation of results for fiscal year 2010-11 goals as this customarily occurs at the Fall Board meeting.

C. Top Administrators' Evaluations

Top administrators shall have equity accomplishments evaluated in their annual performance appraisals. Describe the process at this university for accomplishing this as well as last year's results.

FIU has a comprehensive annual assessment program for all senior administrators. Each chairperson, dean, vice provost, vice president are required to file a work plan for the upcoming year and an accountability report for the previous year. The accountability report specifically reviews the goals set out in the work plan.

The review process takes place in a distributed authority and responsibility framework. Chairpersons meet with their Dean, Vice Provosts meet with the Vice President for Academic Affairs, Deans and Vice Presidents reporting to the Provost meet with the Provost, the Vice Presidents reporting to a Senior Vice President meet with the Senior Vice President, and the Provost and Senior Vice Presidents meet with the President.

Strategic direction, including direction on meeting equity goals, flows in the opposite direction: from the President down through the respective layers to the Chairpersons. Meeting equity goals is always a component of accountability evaluation. Because equity goals are important for the University, they are not discussed only in an annual evaluation. The responsible leaders review progress toward equity goals with each hire. If it appears an equity goal may not be met, the responsible leader meets with his or her superior at the time, rather than waiting for an annual review. This proactive approach means that we have not had unsatisfactory staff evaluations in this area.

The success shown in the overall University report could only be achieved through each person in a leadership role taking equity goals seriously in his or her suite of responsibilities and making sure that each person reporting to him or her does likewise.

THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES
Personnel Committee

June 7, 2011

SUBJECT: Ratification of the 2011-14 Collective Bargaining Agreement between the Florida International University Board of Trustees and the United Faculty of Florida – FIU Chapter

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Proposed Committee Action:

Recommend to The Florida International University Board of Trustees (the BOT) ratification of the 2011-14 Collective Bargaining Agreement (CBA) between the BOT and the United Faculty of Florida (UFF) – FIU Chapter

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Background Information:

Certain employees of the University are part of a bargaining unit represented by the UFF- FIU Chapter.

Representatives of the BOT and the UFF have engaged in collective bargaining negotiations to discuss the terms and conditions of employment that will govern personnel who fall within the bargaining unit represented by the UFF. The bargaining teams have reached an agreement on the terms of the 2011-2014 BOT-UFF Collective Bargaining Agreement for a term commencing on the date of ratification and running through July 1, 2014.

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: 2011-2014 BOT-UFF Agreement

2011-2014 Collective Bargaining Agreement and Policies between The Florida International University Board of Trustees and the United Faculty of Florida – FIU Chapter

Facilitator/Presenter: Douglas Wartzok

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UFF TERM SHEET

Term: 2011 – 2014

Articles: The following six articles of the collective bargaining agreement were revised as outlined below: nondiscrimination; layoff and recall; grievance procedure and arbitration; salaries; amendment and duration; and position classification

Policies: The following six policies of the collective bargaining agreement were revised as outlined below: appointment; leaves; conflict of interest; professional development leave and sabbaticals; benefits; and neutral, internal resolution of policy disputes as outlined below.

Nondiscrimination:

- Established gender identity as a basis for nondiscrimination.

Layoff and recall:

- Established 180-day notice of layoff for multi-year appointments.

Grievance procedure and arbitration:

- Established grievance is informally resolved and shall not be processed further if Step 2 is not requested.

Salaries:

- Effective the beginning of fall 2012 term, a 2% across the board retention increase.
- Merit bonus to eligible faculty from a 1% merit pool effective first pay date in December 2012.
- Effective the beginning of fall 2013 term, a 1% across the board retention increase.
- Merit bonus to eligible faculty from a 1% merit pool effective first pay date in December 2013.

Amendment and duration:

- Established term of contract to be for 3 years with no reopeners, unless by mutual agreement.

Position classification:

- Excluded College of Medicine from positions in the bargaining unit.

Appointment:

- Inclusion of gender identity to prohibition of discrimination in initial appointment language.

Leaves:

- Established consistent definition of "immediate family" for use of sick leave with leave language in benefits.

Conflict of interest:

- Established annual reporting requirement.

Professional development leave and sabbaticals:

- Established consistent service requirement to be eligible for leave by requiring 6 years of service regardless of whether it is a full or partial paid professional development leave or sabbatical.
- Established only tenured employees to serve on sabbatical committee.

Benefits:

- Established consistent definition of "immediate family" to include same-sex domestic partners for use of leave for illness/injury.
- Included eligibility language for same-sex domestic partner health insurance stipend.
- Established re-employment period for phased retirees to 6 months.

Neutral, internal resolution of policy disputes:

- Established NIRD is informally resolved and shall not be processed further if Step 2 is not requested.

The Florida International University Board of Trustees

and

The United Faculty of Florida

Collective Bargaining Agreement

~~2008 - 2011~~
2011 - 2014

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PREAMBLE

The intent of the parties in carrying out their responsibilities to negotiate the terms and conditions of employment of members of the bargaining unit is to promote the quality and effectiveness of education at Florida International University (hereinafter, FIU) and to maintain high standards of academic excellence in all phases of instruction, research, and service. The Board of Trustees (hereinafter, the Board) retains its rights, under law, to manage and direct the University. The United Faculty of Florida (hereinafter, UFF), as the certified bargaining agent, retains the exclusive right to negotiate and reach agreement on terms and conditions of employment for the members of the bargaining unit.

Both parties recognize the desirability and importance of collegial governance for faculty and professional employees in matters of traditional academic concern. In such a collegial system, academic departments, faculty assemblies, the Faculty Senate, and faculty committees should play an active and responsible role in matters of traditional academic concern. At the University, the most effective collegial governance occurs when peers work critically together to perform their responsibilities in the most professional manner possible.

This Preamble is a statement of intent and policy and is, therefore, not subject to the provisions of this Agreement concerning the Grievance and Arbitration Procedure.

ARTICLE 1
RECOGNITION

1.1 Bargaining Unit. The Board has recognized the UFF as the exclusive representative, solely for the purpose of collective bargaining with respect to wages, hours, and other terms and conditions of employment agreed to by the parties for the bargaining unit certified by the Florida Public Employees Relations Commission in Case No. RA-2004-001 (February 4, 2004) and described in Certification No. 1463 issued to the UFF. Attached as Appendix "A," for information purposes only and not made a part of the Agreement, is the listing of titles included in the bargaining unit.

1.2 Board and Administration Rules and Policies.

(a) If there is an inconsistency between an existing Board or administration rule or policy and an express provision agreed to by the parties, the Board agrees to promptly remedy the inconsistency.

(b) No new or amended Board or administration rule, policy, or resolution shall apply to employees if it conflicts with an express term agreed to by the parties.

(c) The Board and the administration shall provide to the UFF Chapter an advance copy of any proposed rule or policy changing a term or condition of employment agreed to by the parties. The Board or the administration, as the case may be, shall provide the advance copy of a proposed rule no later than 60 days in advance of its effective date so as to permit the UFF Chapter to seek consultation with respect to it. With respect to a rule adopted pursuant to the emergency provisions of the Administrative Procedure Act, an advance copy shall be provided as far in advance of its effective date as is feasible under the circumstances.

(d) If the Board or a committee of the Board has scheduled public hearings on any Board action that would conflict with an express term agreed to by the parties, the UFF Chapter shall be notified at the time the hearing is scheduled and afforded the opportunity to address the matter at the public hearing.

(e) If any proposed rule, policy, or resolution would modify an express agreement by the parties, the Board shall notify the UFF Chapter and shall engage in collective bargaining prior to the change.

1.3 Board of Trustees Meetings - Agenda.

(a) The Board shall furnish to the UFF Chapter a copy of the agenda of each Board meeting or Board committee meeting at the time those agendas are made available to members of the Board, and a copy of the minutes of Board meetings at the time they are made available to the general public.

(b) The UFF Chapter shall be granted a place on the agenda at each public Board meeting for the purpose of addressing any item on the Board's agenda that affects the wages, hours, or other terms and conditions of employment of employees.

1.4 Right to Hear Views. Nothing contained in this Agreement shall be construed to prevent the Board or the administration from meeting with any individual or organization to hear views on any matter, provided however, that as to any such matter which is a proper subject of collective bargaining and covered by a term agreed to by the parties, any changes or modification shall be made only through negotiation and agreement with the UFF Chapter.

ARTICLE 2
CONSULTATION

2.1 Consultation with President. The President or designee shall meet with the UFF Chapter representatives to discuss matters pertinent to the implementation or administration of this Agreement, University actions affecting terms and conditions of employment or any other mutually agreeable matters. Such meetings shall occur at least once per semester during the academic year and once during the summer term unless the parties agree to meet more frequently. The party requesting consultation shall submit a written list of agenda items no less than one (1) week in advance of the meeting. The other party shall also submit a written list of agenda items in advance of the meeting if it wishes to discuss specific issues. The parties understand and agree that such meetings may be used to resolve problems regarding the implementation and administration of the Agreement; however, such meetings shall not constitute or be used for the purpose of collective bargaining.

2.2 Location of consultation. The consultation meetings shall be held on a mutually convenient date on the FIU University Park campus unless the parties agree to another location.

2.3 Affirmative Action Plan. The University shall provide to the UFF Chapter, without cost, a copy of the University's Affirmative Action Plan or Update.

ARTICLE 3
UFF CHAPTER PRIVILEGES

3.1 Use of Facilities and Services. Subject to the rules and policies of the University, the UFF Chapter shall have the right to use University facilities for meetings and all other services on the same basis as they are generally available to other University-related organizations, which are defined as follows.

University-Related Groups and Organizations. These groups and organizations may or may not receive budgetary support. Examples of such groups include student organizations, honor societies, fraternities, sororities, alumni associations, faculty committees, University Support Personnel System staff council, direct support organizations, the United Faculty of Florida, etc.

At a minimum, University facilities provided to UFF Chapter shall include:

(a) an office conveniently located on the University Park Campus in or near the PC building or other site mutually agreed to in consultation. Such space will at minimum consist of an office of at least 225 square feet and a locked storage area of at least 150 square feet, which will be furnished with standard faculty furnishings. The office shall be wired for telephone service and computer access to the internet.

(b) a University telephone number and listing in all campus directories. The UFF Chapter shall be responsible for paying the monthly phone bill.

3.2 Communications.

(a) UFF may post bulletins and notices relevant to its position as the collective bargaining agent on a reasonable number of existing bulletin boards on campus where other notices regarding personnel and/or faculty activities are posted but on at least one bulletin board per building where a substantial number of employees have offices. Specific locations shall be mutually selected by the University and the UFF chapter in the course of consultation pursuant to Article 2, Consultation. All materials placed on the designated bulletin boards shall bear the date of posting and may be removed by the University after having been posted for a period of thirty (30) days. In addition, such bulletin boards may not be used for election campaigns for public office or exclusive collective bargaining representation.

(b) FIU will place a link in an appropriate place on the University web site to the web site of the UFF Chapter.

(c) the University will provide the UFF Chapter the email addresses of all bargaining unit members upon request no more than once per semester in electronic form.

3.3 Leave of Absence - Union Activity.

(a) At the written request of the UFF Chapter, provided no later than May 1 of the year prior to the beginning of the academic year when such leave is to become effective, a full-time or part-time leave of absence for the academic year shall be granted to up to six (6) employees designated by the UFF Chapter for the purpose of carrying out UFF's Chapter obligations in representing employees and administering this Agreement, including lobbying and other political representation. Such leave may also be granted to up to six (6) employees for the entire summer term, upon written request by the UFF Chapter provided no later than March 30 of the preceding academic year. Upon the failure of the UFF Chapter to provide the University with a list of designees by the specified deadlines, the University may refuse to honor any of the requests which were submitted late.

(b) No more than one employee per fifteen (15) employees or fraction thereof per department/unit need be granted such leave at any one time.

(c) The UFF Chapter shall reimburse the University for the employee's salary, fringe benefits, and retirement.

(d) Employees on leave under this paragraph shall be eligible to

receive salary increases (prorated based on the employee's FTE) on the same basis as other employees in accordance with the provisions of this Agreement.

(e) An employee who has been granted leave under this Article for two (2) consecutive academic years shall not again be eligible for such leave until two (2) consecutive academic years have elapsed following the end of the leave. As an exception, one employee designated by UFF Chapter shall be eligible for a leave of absence for one additional year.

(f) The University or the Board shall not be liable for the acts or omissions of said employees during the leave and the UFF shall hold the University and Board harmless for any such acts or omissions, including the cost of defending against such claims.

(g) An employee on such leave shall not be evaluated for this activity nor shall such activity be considered by the University in making personnel decisions.

3.4 Released Time.

(a) The University agrees to provide a total of six (6) units of released time per semester, in both the Fall and Spring semesters, to full-time employees designated by the UFF Chapter to carry out the UFF's Chapter obligations in representing employees and administering the Agreement. Any units of release time not used by UFF Chapter may be carried forward to subsequent semesters until a successor to this agreement is in force. The UFF Chapter may designate employees to receive released time during the academic year, subject to the following conditions:

(1) No more than one (1) employee per fifteen (15) employees or fraction thereof per department/unit may be granted released time at any one time, nor may any employee be granted more than a two (2) unit reduction in a single semester.

(2) The UFF Chapter shall provide the Provost with a list of requested designees and/or units to be carried forward for the academic year no later than May 1 of the preceding academic year. Upon approval of the designees by the University, the designees shall serve for one (1) academic year. Changes for the spring semester may be made upon written notification submitted by the UFF t Chapter o the Provost no later than November 1st.

(b) (1) A "unit" of released time shall consist of a reduction in teaching load of one (1) course per Fall or Spring semester for instructional employees or, for non-teaching employees, a reduction in workload of ten (10) hours per week. Two (2) units shall consist of a reduction in teaching load of two (2) courses per Fall or Spring semester for instructional employees or, for non-teaching

employees, a reduction in workload of twenty (20) hours per week.

(c) Employees who are on leave of any kind, other than leave pursuant to Section 3.3, shall not be eligible to receive UFF released time.

(d) Upon the failure of the UFF Chapter to provide a list as specified above in 3.4 (a)(2) by the specified deadlines, the University may refuse to honor any of the released time requests which were submitted late. Changes for Spring semester submitted after the November deadline shall be allowed at the discretion of the University.

(e) Employees on released time shall be eligible for salary increases on the same basis as other employees, but their released time activities shall not be evaluated nor taken into consideration in making personnel decisions.

(f) Employees on released time shall retain all rights and responsibilities as employees but shall not be considered representatives of the University or Board for any activities undertaken on behalf of the UFF Chapter. The UFF Chapter agrees to hold the University and Board harmless for any claims arising from such activities, including the cost of defending against such claims.

(g) Released time shall be used for conducting UFF Chapter business at the University or State level and shall not be used for lobbying or other political representation.

3.5 Summer Released Time.

(a) The University agrees to provide UFF Chapter with three (3) units of released time assignments in increments of .25 FTE over thirteen (13) weeks. No more than one (1) employee per fifteen (15) employees or fraction thereof per department/unit may be designated to receive such released time.

(b) The UFF Chapter shall provide the Board with a list of requested designees no later than April 7th of the academic year proceeding the summer term.

(c) All other provisions contained in Section 3.4, except 3.4(a) and (b), shall apply to summer released time.

ARTICLE 4
RESERVED RIGHTS

4.1 Policy. The Board retains and reserves to itself or its designee(s) the rights, powers and authority vested in it, including the right to plan, manage, and

control FIU and in all respects carry out the ordinary and customary functions of management.

4.2 Limitations. All such rights, powers and authority are retained by the Board, subject to those limitations agreed to by the parties.

ARTICLE 5
ACADEMIC FREEDOM AND RESPONSIBILITY

5.1 Policy. Florida International University affirms the principles of academic freedom and responsibility, which are rooted in the concept of the University as a community of scholars committed to free inquiry in an atmosphere of tolerance, without fear of censorship or reprisal.

5.2 Academic Freedom. Academic freedom is the freedom of an employee to present and discuss all relevant matters in the classroom, to select instructional materials and determine grades, to pursue all avenues of scholarship, research and creative expression, to speak freely on all matters of University governance, and to speak, write or act as an individual, all without institutional discipline or restraint. Nothing in this Article will be understood to grant any right to be included on the agenda of any University meeting, except as otherwise provided in this Agreement or by law or University rule.

5.3 Academic Responsibility. Academic freedom is accompanied by the corresponding responsibility:

(a) To be forthright and honest in the pursuit and communication of scientific and scholarly knowledge and in the presentation of their work, including evaluation, promotion and/or tenure files;

(b) To respect students, staff, and colleagues as individuals; treat them in a collegial manner; and avoid any exploitation of such persons for private advantage;

(c) To respect the integrity of the evaluation process with regard to students, staff, and colleagues, so that it reflects their true merit;

(d) Not to represent oneself as an institutional representative unless specifically authorized as such, with the understanding that mere identification as an FIU employee or by FIU title or rank shall not be construed as such a representation; and

(e) To contribute to the orderly and effective functioning of the employee's academic unit (program, department, school, and/or college) and/or the University.

5.4 Administration Responsibilities. On the part of the administration, Academic Responsibility implies a commitment actively to foster a climate favorable to the responsible exercise of freedom.

5.5 Responsibilities in addition to assigned duties. In addition to their assigned duties, employees have responsibilities arising from the nature of the educational process. Such responsibilities include, but are not limited to, observing and upholding the ethical standards of their discipline; participating, as appropriate, in the shared system of collegial governance, especially at the department/unit level; respecting the confidential nature of the relationship between professor and student; adhering to their proper role as teachers, researchers, intellectual mentors, and counselors; and conducting themselves in a professional manner in all interactions.

ARTICLE 6
NONDISCRIMINATION

6.1 Statement of Intent. The Board and the UFF fully support all laws intended to protect and safeguard the rights and opportunities of each employee to work in an environment free from any form of discrimination or harassment. The parties recognize their obligations under federal and State laws, rules, and regulations prohibiting discrimination, and have made clear their support for the concepts of affirmative action and equal employment opportunity. They desire to assure equal employment opportunities within the University and recognize that the purpose of affirmative action is to provide equal opportunity to women, minorities, and other affected groups to achieve equality within the University. The implementation of affirmative action programs will require positive actions that will affect terms and conditions of employment and to this end the parties have, in this Agreement and elsewhere, undertaken programs to ensure equitable opportunities for employees to receive salary adjustments, tenure, successive fixed multi-year appointments, promotion, sabbaticals, and other benefits. This statement of intent is not intended to be subject to Article 10, Grievance Procedure.

6.2 Policy.

(a) Neither the Board nor the UFF shall discriminate against any employee based upon race, color, sex, sexual orientation, gender identity, religious creed, national origin, age, veteran status, disability, political affiliation, or marital status, nor shall the Board or the UFF abridge any rights of employees related to union activity granted under Chapter 447, Florida Statutes, including but not limited to the right to assist or to refrain from assisting the UFF. Personnel decisions shall be based on job-related criteria and performance.

(b) Sexual Harassment.

(1) Sexual harassment is a prohibited form of sex discrimination. In Meritor Savings Bank v. Vinson, 106 S.Ct. 2399 (1986), the United States Supreme Court defines sexual harassment (29 CFR 1604.11a) in the employment context as including the following:

> Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

(2) In addition to the parties' concern with respect to sexual harassment in the employment context, the parties also recognize the potential for this form of illegal discrimination against students. Relationships between employees and students, even if consensual, may become exploitative, and especially so when a student's academic work, residential life, or athletic endeavors are supervised or evaluated by the employee (see Section 5.3).

(c) Investigation of Charges of Discrimination. Charges of discrimination, including those filed by employees against students alleging unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature that constitutes sexual harassment, shall be promptly reviewed/investigated according to established University procedures. No employee reviewed/investigated under such procedures shall be disciplined until such review is complete and a finding of discrimination has been issued.

If after the completion of the review/investigation, any finding of discrimination is made, a record of the complete findings will be placed in the employee's evaluation file. If no finding of discrimination on any charge or complaint is made, no record of the charge or complaint will be placed in the employee's evaluation file unless the employee requests in writing that a record of the complete review/investigation be placed in the evaluation file.

6.3 Access to Documents. No employee shall be refused a request to inspect and copy documents relating to the employee's claim of discrimination, except for records which are exempt from the provisions of the Public Records Act, Chapter 119, Florida Statutes, provided, however, that the University may charge for copies of documents in accordance with law, rule, University procedures, and this Agreement.

6.4 Consultation. As part of the consultation process described in Article 2, the parties agree to discuss efforts made to appoint and retain women and minority employees.

6.5 Grievance Procedure. Claims of such discrimination by the University may be presented as grievances pursuant to the Article on Grievance Procedure. It is the intent of the parties that matters which may be presented as grievances under the Article on Grievance Procedure, be so presented and resolved thereunder instead of using other procedures. The UFF agrees not to process cases arising under this Article when alternate procedures to the Article on Grievance Procedure are initiated by the grievant, except as specifically provided for in the Article on Grievance Procedure.

ARTICLE 7
MINUTES, RULES, AND BUDGETS

7.1 Board Documents.

(a) The Board shall provide the UFF Chapter with a copy of the following:

(1) the minutes of the meetings of the Academic Planning Council;
(2) the minutes of the meetings of the Board;
(3) Board rules published under the Administrative Procedures Act; and
(4) copies of this Agreement and all supplements to the Agreement, consistent with the provisions of this Agreement.

The Board shall also provide the UFF Chapter a computer account for purposes of accessing FIU personnel employee records reflecting the annual salary increases provided to employees.

(b) The Board shall ensure that a copy of the following documents is made available in an easily accessible location in its main library or by links on the University web site:

(1) minutes of the meetings of the Academic Planning Council
(2) the minutes of the meetings of the Board;
(3) Board and the University's rules published under the Administrative Procedure Act; and
(4) the University's operating budget, including the previous year's expenditure analysis.

ARTICLE 8
LAYOFF AND RECALL

8.1 (a) Layoff. In the event the University determines that the number of bargaining unit employees must be reduced as a result of adverse financial circumstances; reallocation of resources; reorganization of degree or curriculum offerings or requirements; reorganization of academic or administrative structures, programs, or functions; or curtailment or abolition of one or more programs or functions, the University shall notify the UFF Chapter no less than thirty (30) days prior to taking such action and, if UFF so requests, the University President or his designee(s) shall meet with UFF to discuss the layoff prior to its implementation.

(b) Layoff Unit. The layoff unit may be at any organizational level of the University, such as a campus, division, college/unit, school, department/unit, area, program, or other level of organization as the University deems appropriate. The sole instance in which only one (1) employee will constitute a layoff unit is when the functions that the employee performs constitute an area, program, or other level of organization at FIU. If a layoff of bargaining unit members is determined to be necessary, the following procedure shall be controlling.

8.2 Reduction.

(a) No tenured employee shall be laid off if there are non-tenured employees in the layoff unit.

(b) No employee in a non-tenured position in the layoff unit with more than five (5) years of continuous University service shall be laid off if there are any such employees with five (5) years or less service.

(c) Where employees are equally qualified under (a) or (b), above, those employees will be retained who, in the judgment of the University, will best contribute to the mission and purpose of the institution and the academic needs of the program. The determination of which employees are to be laid off shall be based on the following factors: length of continuous University service; performance evaluation by students, peers, and supervisors; academic training; professional reputation; teaching effectiveness; research record or quality of the creative activity in which the employee may be engaged; service to the profession, community, and public; qualifications to teach courses offered in the unit and relevant standards of accrediting agencies.

(d) No employee shall be laid off solely for the purpose of creating a vacancy to be filled by an administrator entering the bargaining unit.

(e) The University shall notify the UFF Chapter in writing in advance

regarding the proposed use of adjunct and other non-unit faculty in those departments/units where employees have been laid off. Any such use of adjunct or other non-unit faculty in departments/units where employees have been laid off shall be subject to bargaining.

8.3 Alternative/Equivalent Employment. The University shall make a reasonable effort to locate appropriate alternate or equivalent employment for laid-off employees within the University and to make known the results of the effort to the person affected.

8.4 Notice. Employees with three or more years of continuous University service shall be provided at least one (1) year's notice prior to being laid off. Those with less than three year's service shall be provided with at least six (6) month's notice. Employees who have received notice of layoff shall be afforded the recall rights granted under the provisions of this Agreement. Formal written notice of layoff is to be sent by certified mail, return receipt requested, or delivered in person to the employee with written documentation of receipt obtained. The notice shall include effective date of layoff; reason for layoff; a statement of recall rights; a statement of appeal/grievance rights and applicable deadlines for filing; a statement that the employee will receive the FIU Vacancy Listing until the recall period ends or re-employment offer is refused; and a statement that the employee is eligible for consideration for retraining under the provisions of this Agreement for a period of two years following layoff.

8.5 Re-employment/Recall.

(a) For a period of two (2) years following layoff an employee who has been laid off and who is not otherwise employed in an equivalent full-time position shall be offered re-employment in the same or similar position at which previously employed at the time of layoff, should an opportunity for such re-employment arise. All persons on the recall list shall regularly be sent the FIU position vacancy announcements. For this purpose, it shall be the employee's responsibility to keep the Division of Human Resources advised of the employee's current address. Any offer of re-employment pursuant to this section must be accepted within fifteen (15) days after the date of the offer, such acceptance to take effect not later than the beginning of the semester immediately following the date the offer was made. In the event such offer of re-employment is not accepted, the employee shall receive no further consideration pursuant to this Article. Employees appointed to a fixed multi-year appointment who are recalled shall be offered re-employment not to exceed the length of their last appointment. The Board shall notify the UFF Chapter when an offer of re-employment is issued.

(b) Benefit Restoration. All benefits to which a faculty member was entitled at the time of layoff shall be restored in full upon re-employment if recalled during the two (2) years following the layoff. An employee who held a tenured

status appointment on the date of termination by reason of layoff shall resume the tenured status appointment upon recall. The employee shall receive the same credit for years of service for purposes of layoff as held on the date of layoff.

8.6 Employee Assistance Programs. Consistent with the University's Employee Assistance Program, employees participating in an employee assistance program who receive a notice of layoff may continue to participate in that program for a period of ninety (90) days following the layoff.

8.7 Limitations. The provisions of Sections 8.2 through 8.5 of this agreement shall not apply to the following employees.

(a) employees who are on "soft money" e.g., contracts and grants, sponsored research funds, and grants and donations trust funds and have less than five (5) years of continuous University service.

(1) employees who are on "soft money" e.g., contracts and grants, sponsored research funds, and grants and donations trust funds with five (5) or more years of continuous University service, who shall have ninety (90) days notice contingent upon funds being available in the contract or grant;

(b) employees who are appointed for less than one (1) academic year;

(c) employees who are appointed to a visiting appointment;

(d) employees who are appointed to a fixed multi-year appointment, who shall be given no less than one hundred eighty (180) days notice prior to being laid off; and

(e) employees employed in an auxiliary entity.

ARTICLE 9
TENURE

9.1 General Statement and Eligibility

(a) General Statement. The objective of tenure is to build a stronger University through the recognition of the meritorious performance of faculty.

(b) Eligibility. Assistant Professors, Associate Professors, and Professors (unless appointed with the modifier "Visiting," "Clinical" or "Professional Practice") shall be eligible to apply for tenure. Only Associate Professors or Professors may hold tenure, except for employees who were

awarded tenure under a previous agreement. The University may designate other positions as tenure-earning and shall notify the employee of such status at the time of initial appointment or, in the case of existing employees, six (6) years prior to the date by which such employees would be required to apply for tenure. Tenure shall be in a department/unit or other appropriate unit.

9.2 Tenure Decision:

(a) An employee shall normally be considered for tenure during the sixth year of continuous service in a tenure-earning position including any prior service credit granted at the time of initial employment. An employee's written request for early tenure consideration is subject to the Provost's written agreement. An employee shall normally be considered for tenure only once.

(b) By May 15 of the sixth year of service at the University, an employee eligible for tenure shall either be recommended for tenure by the President or given notice that further employment will not be offered. The President's recommendation will be submitted for ratification by the Board at its next scheduled meeting, but not later than July 15. If the Board does not award tenure to the employee, the employee shall be given notice that further employment will not be offered. Notice that further employment will not be offered shall include a statement that the employee has seven (7) days to request a statement of the reasons. The employee shall be notified in writing by the President or designee within five (5) days of the Board's ratification of the President's recommendation.

(c) Upon written request by an employee within seven (7) days of the employee's receipt of notice that further employment will not be offered, the President or Board, as appropriate, shall provide the employee with a written statement of reasons why tenure was not granted. Should an employee elect not to request such a written statement of reasons, the date of the act or omission giving rise to any grievance concerning denial of tenure shall be deemed to be seven (7) days from the date of the employee's receipt of notice that further employment will not be offered. Should an employee request such a written statement of reasons, the date of the act or omission giving rise to any grievance concerning denial of tenure shall be deemed the date of the employee's receipt of a written statement of reasons why tenure was not granted.

(d) Should an employee elect to tender his or her resignation at any time during the period that the employee's application for tenure is pending, the application will be deemed withdrawn and no further action will be taken on the application.

9.3 Criteria for Tenure.

(a) The decision to award tenure to an employee shall take into account

the employee's performance over the entire term of tenure earning service at FIU and shall be based on established criteria specified in writing by the University. The decision shall take into account the following:

(1) annual assignments, annual performance evaluations, and tenure appraisals;
(2) the needs of the department/unit, college/unit, and University;
(3) the contributions of the employee to the employee's academic unit (program, department/unit, college/unit); and
(4) the contributions the employee is expected to make to the institution.

(b) The University shall provide the criteria for tenure online to employees eligible for tenure, and each such employee shall be apprised in writing once each year of the employee's progress toward tenure. The tenure appraisal shall be included as a separate component of the annual evaluation and is intended to provide assistance and counseling to candidates to help them to qualify themselves for tenure. The employee may request, in writing, a meeting with an administrator at the next higher level to discuss concerns regarding the tenure appraisal that were not resolved in previous discussions with the evaluator. Tenure appraisals shall not be the sole basis for a decision concerning tenure for the employee.

9.4 Modification of Criteria.

(a) Modifying Criteria. The University may modify the criteria for tenure so long as the UFF Chapter President has been notified of the proposed changes and offered an opportunity to discuss such changes in consultation with the Provost or designee. Changes in criteria shall not become effective until one (1) year following adoption of the changes, unless mutually agreed to in writing by the UFF Chapter President and the Provost or designee. The date of adoption shall be the date on which the changes are approved by the Provost or designee. Any proposal to develop or modify tenure criteria shall be available for discussion and a vote by the members of the affected departments/units before adoption.

(b) Effect on Employees. If an employee has at least three (3) years of tenure-earning credit as of the date on which the tenure criteria are adopted under Section 9.4(a) above, the employee shall be evaluated for tenure under the criteria as they existed prior to modification unless the employee notified the University at least thirty (30) days prior to commencement of the tenure consideration that he/she chooses to be evaluated under the newly-adopted criteria.

9.5 Procedures.

(a) The University shall maintain a set of policies and procedures for

the tenure process. Policies on the tenure process must include a poll by secret ballot of the tenured members of the employee's department/unit, in accordance with criteria for voting set out by the employee's department/unit. Prior to the consideration of the employee's candidacy, the employee shall have the right to review the contents of the tenure file and may attach a brief and concise response to any materials therein. It shall be the responsibility of the employee to see that the file is complete.

(b) If any material is added to the file after the commencement of consideration, a copy shall be sent to the employee within five (5) days (by personal delivery or by mail, return receipt requested). The employee may attach a brief response within five (5) days of his/her receipt of the added material. The file shall not be forwarded until either the employee submits a response or until the second five (5) day period expires, whichever occurs first. The only documents that may be considered in making a tenure recommendation are those contained or referenced in the tenure file.

9.6 Other Considerations

(a) During the period of tenure-earning service, the employee may be issued a notice of non-reappointment.

(b) Part-time service of an employee employed at least one semester in any twelve (12) month period shall be accumulated. For example, two (2) semesters of half-time service shall be considered one-half year of service toward the period of tenure-earning service.

(c) Where employees are credited with tenure-earning service at the time of initial appointment, all or a portion of such credit may be withdrawn once by the employee prior to formal application for tenure.

9.7 Transfer of Tenure.

(a) Tenured FIU employees who transfer within FIU and who are employed in the same or similar discipline may transfer their tenure if a vacancy exists and they are offered employment through the normal hiring process. For tenure-earning faculty, the amount of prior FIU service creditable toward tenure within FIU may, by mutual agreement, be all or part of such service.

(b) When a tenured FIU employee is transferred as a result of a reorganization within the University and is employed in the same or similar discipline in which tenure was granted, the employee's tenure shall be transferred to the new department.

9.8 Tenure upon Appointment.

Tenure may be granted to an employee at the time of initial appointment, upon recommendation of the President and approval by the Board. The President shall consider the recommendation of the Provost and of the department or equivalent unit prior to making his/her final tenure recommendation to the Board.

9.9 Leave.

Authorized leaves of absence of twenty (20) working days or less shall be credited toward the period of tenure earning service, except by mutual agreement of the employee and the President or designee. Authorized leaves of more than twenty (20) working days may, under the provisions of the BOT-UFF Policy on Leaves, be credited toward the period of tenure-earning service by mutual agreement of the employee and the President or designee.

9.10 Termination/Layoff.

Tenure guarantees annual reappointment for the academic year until voluntary resignation, retirement, removal for just cause or layoff. For the purposes of this Article only, just cause is defined as:

(1) incompetence, or
(2) misconduct.

ARTICLE 10
GRIEVANCE PROCEDURE AND ARBITRATION

10.1 Policy/Informal Resolution. The parties agree that all problems should be resolved, whenever possible, before the filing of a grievance but within the time limits for filing grievances stated elsewhere in this Article, and encourage open communications between administrators and employees so that resort to the formal grievance procedure will not normally be necessary. The parties further encourage the informal resolution of grievances whenever possible. At each step in the grievance process, participants are encouraged to pursue appropriate modes of conflict resolution. The purpose of this Article is to promote a prompt and efficient procedure for the investigation and resolution of grievances. The procedures hereinafter set forth shall be the sole and exclusive method for resolving the grievances of employees as defined herein.

10.2 Resort to Other Procedures and Election of Remedy.

(a) If prior to seeking resolution of a dispute by filing a grievance hereunder or while the grievance proceeding is in progress, an employee requests, in writing, the same remedy of the matter in any other forum, whether administrative (including the Public Employee Relations Commission) or judicial,

the University shall have no obligation to entertain or proceed further with the matter pursuant to this grievance procedure. As an exception to this provision, a grievant may file an EEOC charge while the grievance is in progress when such filing becomes necessary to meet federal filing deadlines pursuant to 42 U.S.C. Section 2000e et seq. Further, since the parties do not intend that this grievance procedure be a device for appellate review, the President's response to a recommendation of a hearing officer or other individual or group having appropriate jurisdiction in any other procedure shall not be an act or omission giving rise to a grievance under this procedure.

(b) The filing of a grievance constitutes a waiver of any rights to judicial review of agency action pursuant to Chapter 120, Florida Statutes, or to the review of such actions under University procedures that may otherwise be available to address such matters. For rights or benefits that are provided exclusively by this Agreement, this grievance procedure shall be the sole review mechanism. Only those acts or omissions and sections of the Agreement identified at the initial filing may be considered at subsequent steps.

10.3 Definitions and Forms. As used in this Article:

(a) The term "grievance" shall mean a dispute concerning the interpretation or application of a specific term or provision of this Agreement, subject to those exclusions appearing in other Articles of this Agreement. A grievance shall be filed on a form attached as Appendix C to this Agreement.

(b) The term "grievant" shall mean an employee or group of employees who has/have filed a grievance in a dispute over a provision of this Agreement which confers rights upon the employee(s). The UFF may file a grievance in a dispute over a provision of this Agreement that confers rights upon a group of employees or the UFF. The parties may agree to consolidate grievances of a similar nature to expedite the review process. In a consolidated grievance, one appropriate Form may be attached, bearing the signatures of the grievants.

(c) Grievance Forms. Each grievance, request for review, and notice of arbitration must be submitted in writing on the appropriate form attached as Appendices C, D and E to this Agreement and shall be signed by the grievant. All grievance forms shall be dated when the grievance is received. If there is difficulty in meeting any time limit, the UFF representative may sign such documents for the grievant; however, grievant's signature shall be provided prior to the Step 2 meeting.

(d) The term "days" shall mean calendar days.

10.4 Burden of Proof. In all grievances except disciplinary grievances arising from the terms of this Agreement, the burden of proof shall be on the employee.

In disciplinary grievances arising from the terms of this Agreement, the burden of proof shall be on the University.

10.5 Representation. The UFF shall have the exclusive right to represent any employee in a grievance filed hereunder, unless an employee elects self-representation or to be represented by legal counsel. If an employee elects not to be represented by the UFF, the University shall promptly inform the UFF in writing of the grievance. No resolution of any individually processed grievance shall be inconsistent with the terms of this Agreement or any BOT-UFF Policy, and for this purpose the UFF shall have the right to have an observer present at all meetings called for the purpose of discussing such grievance and shall be sent copies of all decisions at the same time as they are sent to the other parties.

10.6 Grievance Representatives. The UFF shall annually furnish to the University a list of all persons authorized to act as grievance representatives and shall update the list as needed. The UFF grievance representative shall have the responsibility to meet all classes, office hours, and other duties and responsibilities incidental to the assigned workload. Some of these activities are scheduled to be performed at particular times. Such representative shall have the right during times outside of those hours scheduled for these activities to investigate, consult, and prepare grievance presentations and attend grievance hearings and meetings. However, such investigations and consultations will not interfere with the normal operations of the University. Should any grievance hearings or meetings necessitate rescheduling of assigned duties, the representative may, with the approval of the appropriate administrator, arrange for the fulfillment of such duties. Such approval shall not be unreasonably withheld.

10.7 Appearances.

(a) When an employee participates during scheduled hours in an arbitration proceeding or in a grievance meeting between the grievant, grievant's counsel or UFF representative and the University, that employee's compensation shall neither be reduced nor increased for time spent in those activities

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

10.8 Formal Grievance Procedure.

A. Filing.

(1) A grievance shall be filed with the Provost or designee at Step 1 within thirty (30) days following the act or omission giving rise thereto, or the date on which the employee knew or reasonably should have known of such act or omission if that date is later. The grievant may amend the Step 1 Form one time prior to the Step 2 meeting. Only those acts or omissions and sections of this Agreement identified at the Step 1 filing as amended in accordance with this paragraph may be considered at subsequent steps.

(2) The filing of a grievance constitutes a waiver of any rights to judicial review of agency action pursuant to Chapter 120, Florida Statutes, or to the review of such actions under University procedures which may otherwise be available to address such matters.

(3) An employee may seek redress of a salary action alleged to be unsupported by performance or job related criteria by filing a grievance under the provisions of this Article. An act or omission giving rise to such a grievance may be the employee's receipt of salary during any pay period, but in no case shall the arbitrator's award of back salary be retroactive to a date earlier than the date of that act or omission, or twelve (12) months from the date the grievance is filed, whichever is less.

B. Time Limits. All time limits in this Article may be extended by mutual agreement of the parties in writing. Mutual agreement may be evidenced by e-mail exchanges. If the University fails to provide a Step 2 decision within the time limits provided in this Article due to a University-caused delay, the University shall pay all costs of arbitration should the UFF elect to take the grievance to arbitration. Upon the failure of the grievant or the UFF, where appropriate, to file an appeal within the time limits provided in this Article, the grievance shall be deemed to have been resolved at the prior step. The "end of the day" shall mean 5 PM. The date of receipt shall not be included in the count of days. Compliance with any time limit under this Article shall be determined by the date-stamped receipt executed by the office receiving the grievance or the decision, or by the date of the mailing as indicated by the postmark.

C. Step 1. All grievances shall be placed in informal resolution status for thirty (30) days unless both the University and UFF agree otherwise. During the informal resolution period, efforts to resolve the grievance informally shall be made. Upon request of the grievant or grievant’s representative, the University representative shall, during the informal resolution period, arrange an informal meeting between the appropriate administrator and the grievant. The grievant shall have the right to representation by the UFF or legal counsel during attempts at informal resolution of the grievance. Any party bringing legal counsel to the informal meeting shall provide at least five (5) days advance written notice to all other parties. If the grievance is not satisfactorily resolved during the informal resolution period, the grievant may give written notice to the President or designee requesting Step 2 review within thirty (30) days from the expiration of

the Step 1 period. If the grievant does not request a Step 2 review within thirty (30) days from the expiration of the initial informal resolution period or any extension of that period, the grievance shall be deemed informally resolved ~~to the grievant's satisfaction and need~~ and shall not be processed further.

D. Step 2

(1) Meeting. The President or designee and the grievant and/or grievant's representative shall meet no sooner than ten (10) days and no later than thirty (30) days following receipt of the grievant's request for a Step 2 meeting. At the Step 2 meeting, the grievant shall have the right to present any evidence in support of the grievance, and the grievant and/or the grievant's representative and the President or designee shall discuss the grievance. Any party bringing legal counsel to the Step 2 meeting shall provide at least five (5) days advance written notice to all other parties.

(2) Decision. The President or designee shall issue a written decision, stating the reasons therefore, to grievant's Step 2 representative within fifteen (15) days following conclusion of the Step 2 meeting. A copy of the decision shall be sent to the grievant, to the grievant's representative and to UFF if grievant elected self-representation or representation by legal counsel.

(3) Documents. The President or designee shall make available to the grievant or the grievant's representative all documentation referenced in the Step 2 decision prior to its issuance. All documents referred to in the Step 2 decision and any additional documents presented by the grievant shall be attached to the decision, together with a list of these documents. In advance of the Step 2 meeting, the grievant shall have the right, upon written request, to a copy of any identifiable documents relevant to the grievance.

Step 3. Arbitration

(1) Filing. If the grievance has not been satisfactorily resolved at Step 2, UFF may, upon the request of the grievant, proceed to arbitration by filing a written notice to do so. Notice of intent to proceed to arbitration must be filed with the President or designee within forty-five (45) days after receipt of the Step 2 decision by the grievant's Step 2 representative and shall be signed by the grievant and UFF President or designee. The grievance may be withdrawn by the grievant or by the UFF President or designee at any point prior to issuance of the arbitrator's decision. The parties shall stipulate to the issue(s) prior to the arbitration. In the event a stipulation is not reached, the parties shall proceed to a hearing on arbitrability.

(2) Selection of Arbitrator.

(a) Representatives of the University and the UFF shall meet within ninety (90) days after the execution of this Agreement for the purpose of selecting a permanent Arbitration Panel of five (5) members. Each party will propose five (5) arbitrators. From this list of ten (10) names, the parties will alternately strike names until a permanent panel of five (5) arbitrators has been selected. The right of the first choice to strike from the list shall be determined by a flip of a coin. Arbitrators will be asked to serve on a rotational basis, the sequence to be determined by lot.

(b) If at any time the number of arbitrators willing to serve on the panel falls below five (5), UFF and the University will each submit an additional five names and the striking procedure described above shall be used to bring the total in the panel to five (5).

(c) The parties may mutually select as an arbitrator an individual who is not a member of the panel. The hearing by the arbitrator shall be held within sixty (60) days following the selection of the arbitrator.

(3) Authority of the Arbitrator.

(a) The arbitrator shall neither add to, subtract from, modify, ignore, or alter the terms or provisions of this Agreement. Arbitration shall be confined solely to the application and/or interpretation of this Agreement and the precise issue(s) submitted for arbitration. The arbitrator shall refrain from issuing any statement of opinion or conclusions not essential to the determination of the issues submitted.

(b) Where an administrator has made a judgment involving the exercise of discretion, such as decisions regarding tenure, the arbitrator shall not substitute the arbitrator's judgment for that of the administrator. Nor shall the arbitrator review such decision except for the purpose of determining whether the decision has violated this Agreement. If the arbitrator determines that the Agreement has been violated, the arbitrator shall direct the University to take appropriate action. The arbitrator may award back salary where the arbitrator determines that the employee is not receiving the appropriate salary from the University, but the arbitrator may not award other monetary damages or penalties. If notice that further employment will not be offered is not given on time, the arbitrator may direct the University to renew the appointment only upon a finding that no other remedy is adequate and that the notice was given so late that (a) the employee was deprived of a reasonable opportunity to seek other employment, or (b) the employee actually rejected an offer of comparable employment that the employee otherwise would have accepted.

(c) An arbitrator's decision awarding employment beyond the sixth year shall not entitle the employee to tenure. In such cases the employee shall serve during the seventh year without further right to notice that

the employee will not be offered employment thereafter. If an employee is reappointed at the direction of an arbitrator, the President or designee may reassign the employee during such reappointment.

(4) Arbitrability. Issues of arbitrability shall be bifurcated from the substantive issue(s) and, whenever possible, determined by means of a hearing conducted by conference call. The arbitrator shall have ten (10) days from the hearing to render a decision on arbitrability. If the issue is judged to be arbitrable, an arbitrator shall then be selected to hear the substantive issue(s) in accordance with the provisions of this Agreement.

(5) Conduct of Hearing. The arbitrator shall hold the hearing in Miami-Dade County, unless otherwise agreed by the parties. The hearing shall commence within twenty-five (25) days of the arbitrator's acceptance of selection, or as soon thereafter as is practicable, and the arbitrator shall issue the decision within thirty (30) days of the close of the hearing or the submission of briefs, whichever is later, unless additional time is agreed to by the parties. The decision shall be in writing and shall set forth findings of fact, reasoning, and conclusions on the issues submitted. Except as expressly specified in this Article, the provisions of the Florida Arbitration Code, Chapter 682, Florida Statutes, shall not apply. Except as modified by the provisions of this Agreement, arbitration proceedings shall be conducted in accordance with the Labor Arbitration Rules and Procedures of the American Arbitration Association and the Code of Professional Responsibility for Arbitrators of Labor-Management Disputes of the National Academy of Arbitrators, the American Arbitration Association, and the Federal Mediation and Conciliation Service.

(6) Effect of Decision. The decision or award of the arbitrator shall be final and binding upon the University, the UFF, and the grievant, provided that either party may appeal to an appropriate court of law a decision that was rendered by the arbitrator acting outside of or beyond the arbitrator's jurisdiction, pursuant to Florida law.

(7) Venue. For purposes of venue in any judicial review of an arbitrator's decision issued under this Agreement, the parties agree that such an appeal shall be filed in the courts in Miami-Dade County, Florida, unless both parties specifically agree otherwise in a particular instance. In an action commenced in Miami-Dade County, neither the University nor the UFF will move for a change of venue based upon the defendant's residence in fact if other than Miami-Dade County

(8) Fees and Expenses. All fees and expenses of the arbitration shall be divided equally between the parties, unless mutually agreed otherwise. Each party shall bear the cost of preparing and presenting its own case. The party desiring a transcript of the arbitration proceedings shall provide written notice to the other party of its intention to have a transcript of the arbitration made

at least one week prior to the date of the arbitration. The party desiring such transcript shall be responsible for scheduling a stenotype reporter to record the proceedings. The parties shall share equally the appearance fee of the stenotype reporter and the cost of obtaining an original transcript and one copy for the party originally requesting a transcript of the proceedings. The requesting party shall, at its expense, photocopy the transcript received from the reporter and deliver the photocopy to the other party within five days after receiving the copy of the transcript from the reporter.

(9) Retroactivity. An arbitrator's award may or may not be retroactive as the equities of each case may demand, but in no case shall an award be retroactive to a date earlier than the date of the act or omission giving rise to the grievance initially filed in accordance with this Article.

10.9 Filings and Notification. With the exception of Step 2 decisions, all documents required or permitted to be issued or filed pursuant to this Article may be transmitted by fax, United States mail, or any other recognized delivery service (note: e-mail is not an acceptable form of delivery). Step 2 decisions shall be transmitted to the grievant's representative(s) by personal delivery with written documentation of receipt or by certified mail, return receipt requested.

10.10 Precedent. No complaint informally resolved, or grievance resolved at either Step 1 or 2, shall constitute a precedent for any purpose unless agreed to in writing by the University or representative and the UFF acting through its President or designee.

10.11 Processing.

(a) The filing or pendency of any grievance or arbitration proceedings under this Article shall not operate to impede, preclude, or delay the University from taking the action complained of. Reasonable efforts, including the shortening of time limits when practical, shall be made to conclude the processing of a grievance prior to the expiration of the grievant's employment, whether by termination or failure to reappoint. An employee with a pending grievance will not continue to be compensated beyond the last date of employment.

(b) Nothing shall authorize the University or its representative to refuse consideration of a grievance on the assertion that it was not timely filed in accordance with this Article.

10.12 Reprisal. No reprisal of any kind will be made by the University or the UFF against any grievant, any witness, any UFF representative, or any other participant in the grievance procedure by reason of such participation.

10.13 Records. All written materials pertinent to a grievance shall be filed separately from the evaluation file of the grievant or witnesses, except (a) at the

request of the complainant or witness that specific materials be included in his or her own evaluation file, or (b) where the terms of the decision or a settlement direct that a copy of the decision or settlement agreement be placed in the evaluation file of a grievant or witness. All decisions or settlement agreements resulting from grievances processed pursuant to this Article shall specify whether or not a copy of the decision or settlement agreement is to be placed in the evaluation file(s) of any grievant or witness.

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.~~

11.1 2012 – 2014 Salary Increases.

(a) 2012 – 2013 Retention Increase. Effective on the first day of Academic Year – 2012 - 2013, all eligible employees who were employed on or before January 2, 2012 and have been continuously employed through the effective date of the increase shall receive a two percent (2%) retention increase to their base salaries.

(b) 2012 - 2013 One-time Departmental Merit Bonus. 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 2011 -2012 Academic Year on a pro

rata basis to departments/units based on their payrolls as of the last full pay period of the 2011 - 2012 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 the first pay date in December 2012. To be eligible for a one-time merit bonus, the employee must have been employed on or prior to January 2, 2012 and must be continuously employed through the date on which the merit bonus is paid.

(c) 2013 – 2014 Retention Increase. Effective on the first day of Academic Year – 2013 - 2014, all eligible employees who were employed on or before January 2, 2013 and have been continuously employed through the effective date of the increase shall receive a one percent (1%) retention increase to their base salaries.

(d) 2013 - 2014 One-time Departmental Merit Bonus. 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 2012 -2013 Academic Year on a pro rata basis to departments/units based on their payrolls as of the last full pay period of the 2012 - 2013 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 the first pay date in December 2013. To be eligible for a one-time merit bonus, the employee must have been employed on or prior to January 2, 2013 and must be continuously employed through the date on which the merit bonus is paid.

11.2 2012~~09~~ - 2014~~2~~ 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 2012~~09~~ - 2014~~2~~ 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~~3~~ 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~~4~~ 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~~5~~ 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~~6~~ Report to UFF. Except as otherwise provided in this Article 11, no later than four weeks after one-time merit bonuses are given or raises 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 department and rank and the nature, date and amount of the one-time merit bonus or increase.

11.8~~7~~ 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~~8~~ 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~~9~~ 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 12
UFF INSURANCE DEDUCTION

The University agrees to provide one payroll deduction per employee per

pay period for the UFF voluntary economic services programs. It is understood that all such programs and deductions will meet requirements of Board rules and regulations and applicable law. The UFF shall provide the University with a written report by July 31 of each year regarding any program requiring payroll deduction. This report shall include the name of the common remitter company, a list of the provider companies that are to receive remittances, the appropriate contact people for the common remitter and associated provider companies, and addresses and phone numbers.

ARTICLE 13
PAYROLL DEDUCTION

Pursuant to the provisions of Section 447.303, Florida Statutes, the Board and the UFF hereby agree to the following procedure for the deduction and remittance of the UFF membership dues and other UFF deductions.

13.1 Deductions.

(a) During the term of this Agreement, the Board agrees to deduct the UFF membership dues in an amount established by the UFF and certified in writing by the UFF State President to the Board, and to make other UFF deductions in an amount authorized by an employee, from the pay of those employees in the bargaining unit who individually and voluntarily make such request on a written authorization form as contained in Appendix “B” to this Agreement.

(b) Deductions will be made biweekly beginning with the first full-pay period commencing at least seven (7) days following receipt of authorization by the University. The UFF shall give written notice to the Board of any changes in its dues at least forty-five (45) days prior to the effective date of any such changes.

13.2 Remittance.

The dues and other authorized deductions shall be remitted by the University to the UFF State Office on a biweekly basis within thirty (30) days following the end of the pay period. Accompanying each remittance shall be a list of the employees from whose salaries such deductions were made and the amounts deducted. This list shall be provided in machine-readable form.

13.3 Termination of Deductions.

The Board's responsibility for deducting dues and other authorized deductions from an employee's salary shall terminate automatically upon either: (a) thirty (30) days written notice from the employee to FIU's Division of Human Resources, and to the UFF revoking that employee's prior deduction authorization; or (b) the transfer of the authorizing employee out of the bargaining unit. Consistent with the provisions of this Agreement, the University shall notify UFF when it proposes to reclassify an employee to a classification which is not contained in the bargaining unit.

13.4 Reinstatement of Deduction.

The University shall reinstate dues deductions for employees who have previously filed authorization for dues deduction and are subsequently placed in leave without pay status, or who participate in the Phased Retirement Program, upon commencement of full- or part-time employment at FIU.

13.5 Indemnification

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

13.6 Exceptions.

The Board will not deduct any UFF fines, penalties, or special assessments from the pay of any employee, nor is the Board obligated to provide more than one payroll deduction field for the purpose of making the deductions described in this Article.

13.7 Termination of Agreement.

The Board's responsibilities under this Article shall terminate automatically upon (1) decertification of the UFF or the suspension or revocation of its certification by the Florida Public Employees Relations Commission, or (2) revocation of the UFF's deduction privilege by the Florida Public Employees Relations Commission.

ARTICLE 14
MAINTENANCE OF BENEFITS

The reorganization of higher education in the State of Florida resulted in the legislative abolition of the Board of Regents and the creation of the Florida International University Board of Trustees as the public employer. Tenure status, rank, earned benefits, years of service, history of assignments and record of evaluations that an employee had at the University prior to the creation of the Florida International University Board of Trustees shall be recognized, credited or used, as applicable, unless a specific term or provision agreed to by the Board and the UFF states otherwise. No employee may be required to waive the benefits provided by terms agreed to by the Board and the UFF. No employee shall, as a result of the establishment of a level of rights or benefits by an agreement of the Board and the UFF, suffer a loss or diminution of any such rights or benefits for which otherwise eligible.

ARTICLE 15
MISCELLANEOUS PROVISIONS

15.1 No Strike or Lockout. The Board agrees that there will be no lockout at FIU during the term of this Agreement. The UFF agrees that there will be no strike by it or by any employees during the term of this Agreement.

15.2 Effect of Passage of Law. Any provision of this Agreement or BOT-UFF Policies appended which is contrary to law, but becomes legal during the term of this Agreement, shall be reinstated consistent with such legislation.

15.3 Legislative Action. The Board and the UFF agree that neither will attempt to influence or support changes in existing statutes or legislation which would change the terms of this Agreement or BOT-UFF Policies appended.

15.4 Venue. For purposes of venue in any judicial review of an arbitrator's decision, the parties elect to submit themselves to the jurisdiction of the courts in Miami-Dade County, Florida. In an action commenced in Miami-Dade County, neither the Board nor the UFF will move for a change of venue based upon the defendant's residence in-fact if other than Miami-Dade County.

15.5 Copies of the Agreement. The University agrees to provide the UFF with a maximum of 1,500 copies of the ratified Agreement and BOT-UFF Policies appended for distribution to employees, and to provide a copy to each new employee upon hiring. The cost for printing additional copies of these documents shall be borne equally by the parties. If the employee does not receive a copy of the Agreement and appendices from the University as part of the hiring process, the employee may obtain one from the UFF Chapter. The UFF agrees to distribute copies of the Agreement and appendices to current employees in the unit when the Agreement and BOT-UFF Policies are ratified. In addition, the Board shall provide a machine-readable copy of the ratified Agreement,

appendices and all Supplements to the UFF.

15.6 Class Titles.

(a) Whenever the University creates a new class, it shall designate such class as being either within or outside the bargaining unit and shall notify the UFF Chapter. Further, if the University revises the specifications of an existing class so that its bargaining unit designation is changed, it shall notify the UFF Chapter of such new designation. Within ten (10) days following such notification, the UFF may request a meeting with the University for the purpose of discussing the designation. If, following such discussion, the UFF disagrees with the designation, it may request the Florida Public Employees Relations Commission to resolve the dispute through unit clarification proceedings.

(b) An employee may request a review of the appropriateness of the employee's classification by the appropriate University office. In case of disagreement with the results of the review, the matter shall be discussed in accordance with Article 2, Consultation, but shall not be subject to the Article on Grievance Procedure.

15.7 Salary Rate Calculation and Payment. The biweekly salary rate of employees serving on twelve (12) month (calendar year) appointments shall be calculated by dividing the calendar year salary rate by 26.1 pay periods.

15.8 Titles and Headings. The titles of Articles and headings which precede text are inserted solely for convenience of reference and shall not be deemed to limit or affect the meaning, construction, or effect of any provision of this Agreement or BOT-UFF Policies appended.

15.9 References to BOT-UFF Policies in the Agreement. References in this Agreement to any or all of the appended BOT-UFF Policies shall not have the effect of rendering the Policy (or Policies) subject to Article 10, Grievance Procedure and Arbitration.

ARTICLE 16
SEVERABILITY

In the event that any provision of this Agreement (a) is found to be invalid or unenforceable by final decision of a tribunal of competent jurisdiction, or (b) is rendered invalid by reason of subsequently enacted legislation, or (c) pursuant to Section 447.309(3) Florida Statutes, can take effect only upon the amendment of a law, rule, or regulation and the governmental body having such amendatory powers fails to take appropriate legislative action, then that provision shall be of no force or effect, but the remainder of the Agreement shall continue in full force

and effect. If a provision of this Agreement fails for reason (a), (b), or (c), above, the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision.

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, 2014. ~~2011, with the exception of the Artile 11 Salaries which will remain in effect through July 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~~ 2014 through July 1, ~~2014~~2017 ~~2014~~ shall begin no later than October 1, 2013.~~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 agreements arrived at during those negotiations 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 this Agreement by 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.

ARTICLE 19
DEFINITIONS

As used in this Agreement, the term:

-- "academic year" means a period consisting of a fall and spring semester of approximately 39 contiguous weeks.

-- "bargaining unit" means those employees, collectively, represented for collective bargaining purposes by the UFF pursuant to Florida Public Employees Relations Commission Certification No. 1463 issued in Commission Order Number 03E-305, dated February 4, 2004, wherein the Commission determined the composition of the bargaining unit at FIU.

-- "Board, "BOT," or “Board of Trustees” means the body established by Article 9, Section 7 of the Florida Constitution, acting through the President and staff.

-- "break in service" means those absences following which the employee is treated as a new employee for purposes of computing seniority and years of service.

-- "college/unit" means a college or a comparable administrative unit generally equivalent in size and character to a college.

-- "continuous service" means employment uninterrupted by a break in service. For academic year employees (9 month employees), one year of continuous service is equivalent to the nine (9) month employment period.

-- "days" means calendar days.

-- "department/unit" means a department or a comparable administrative unit generally equivalent in size and character to a department, unless provided otherwise in an express provision of this Agreement.

-- "employee" means a member of the bargaining unit.

-- "equitable" means fair and reasonable under the circumstances.

-- "faculty," "faculty member," or "faculty employee" means a member of the bargaining unit.

-- “Merit Increase Unit” means a unit which consists of employees not assigned to any existing department/units considered for departmental merit increases.

-- "months" means calendar months.

-- number: The singular includes the plural.

-- "principal place of employment" means the campus location or other University site specified in the employee's letter of offer or notice of change in appointment.

-- "Same Sex Domestic Partner" means a domestic partner of the same sex who shares a committed and mutually dependent relationship with the employee, as defined in the FIU Policy on Same-Sex Domestic Partner Health Insurance Stipend, including the attestation and documentary requirements contained in said Policy.

-- "semester" means one of the two approximately 19.5 week periods which together constitute the academic year.

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

-- "UFF" means United Faculty of Florida.

-- “UFF Chapter” means the FIU Chapter of UFF.

-- "University", "university" or “FIU” means Florida International University, acting through the President and staff.

-- "year" means a period of twelve (12) consecutive months.

APPENDIX A
POSITION CLASSIFICATION
IN THE BARGAINING UNIT

INCLUDED:

All full time and regular part-time employees in the following classifications:

9001 - Professor
9002 - Associate Professor
9003 - Assistant Professor
9024 - University Instructor
9014 - Senior Instructor
9004 - Instructor
9025 - University Lecturer
9015 - Senior Lecturer
9005 - Lecturer
9006 - Graduate Research Professor
9007 - Distinguished Service Professor
9009 - Eminent Scholar
9053 - University Librarian
9054 - Associate University Librarian
9055 - Assistant University Librarian
9056 - Instructor Librarian
9120 - Associate in
9121 - Assistant in
9126 - Program Director
9160 - Scholar/Scientist/Engineer
9161 - Associate Scholar/Scientist/Engineer
9162 - Assistant Scholar/Scientist/Engineer
9166 - Research Associate
9178 - Instructional Specialist

And employees with the following Administrative Titles: Associate Chair (C2), Assistant Chair (C3).

EXCLUDED:

C1 - chairpersons, deans, associate deans, assistant deans, directors, and all administrators above them, all employees of the school of law, all employees of the College of Medicine, chairman of the faculty senate serving on the board of trustees, managerial and confidential employees, and all other employees of The Board of Trustees of the Florida International University.

APPENDIX B

UNITED FACULTY OF FLORIDA
UFF-FTP-NEA
UFF DUES CHECK-OFF AUTHORIZATION FORM

I, _____, authorize Florida International University to deduct from my pay, starting with the first full biweekly pay period commencing not earlier than seven days from the date this authorization is received by the University, membership dues of the United Faculty of Florida in such amount as may be established from time to time in accordance with the constitution and bylaws of the UFF and certified in writing to the University by the UFF, and I direct that the sum so deducted be paid over to the UFF.

UFF dues payments are not tax deductible as charitable contributions for federal income tax purposes. However, they may be tax deductible under other provisions of the Internal Revenue Code.

The above deduction authorization shall continue until either (1) revoked by me at any time upon thirty days written notice to the University Human Resources Office, and to UFF, or (2) my transfer or promotion out of this bargaining unit. Unless this Dues Check-off Authorization is revoked in the manner heretofore stated, this authorization shall remain in full force and effect in accordance with the provisions of Section 447.007 Florida Statutes.

_____	_____
Date	Employee's Signature
_____	_____
Social Security Number	Name (printed)
_____	
Department	

Effective date if later than above: _____

Please return to your Chapter President or to the UFF State Office, 30~~3~~6 East Park Avenue, Tallahassee, Florida 32301.

Please PRINT complete information where necessary.

	Check One
_____	Dr. Mr. Ms. Mrs.
Social Security Number	
	_____

Last Name, First Name

Home Address

Campus Address — Department

City, State, Zip Code — Office Phone — Home Phone

= == = = = = = ==

Please enroll me as a member of the United Faculty of Florida (UFF).

All UFF members are also members of the Florida Education Association, National Education Association, American Federation of Teachers and the AFL-CIO.

UFF dues are 1 percent of total salary* for members for which the United Faculty of Florida is the bargaining agent. UFF dues payments are not tax deductible as charitable contributions for Federal income tax purposes. However, they may be tax deductible under other provisions of the Internal Revenue Code.

*Total salary for purposes of dues deductions includes any money received by the employee for in-unit work. If insufficient funds remain after mandatory deductions, the University has no obligation to process dues deductions.

Signature of Member — Date

Return your completed membership form to your Chapter President or UFF State Office, 30~~3~~6 East Park Avenue, Tallahassee, Florida 32301.

United Faculty of Florida
UFF-PAC Payroll Deduction Authorization Form

I, _____authorize Florida International University to deduct from my pay, starting with the first full biweekly pay period commending not earlier than seven days from the date this authorization is received by the University, contributions to the UFF Political Action Committee in the amount of $1.00 per pay period, and I direct that the sum so deducted be paid over to the UFF.

Contributions to UFF-PAC are not deductible as charitable contributions for Federal income tax purposes. However, they may be tax deductible under other provisions of the Internal Revenue Code.

The above deduction authorization shall continue until either (1) revoked by me at any time upon thirty days written notice to the University Human Resources Office and to the UFF, or (2) my transfer or promotion out of this bargaining unit.

_____ _____
Date Signature of Member

_____
Department

Effective date if later than above: _____

Return to your Chapter President or the UFF State Office, 30~~3~~6 East Park Avenue, Tallahassee, Florida 32301.

Florida International University/United Faculty of Florida

APPENDIX C

GRIEVANCE

Date Received by Provost or Designee: _____

GRIEVANT	**STEP 1 GRIEVANCE REPRESENTATIVE**
NAME :	NAME:
SCHOOL/COLLEGE:	MAILING ADDRESS:
DEPT :	
OFFICE PHONE:	OFFICE PHONE:

GRIEVANCE

Article(s) and section(s) of Agreement allegedly violated:

Statement of grievance (must include date of acts or omissions complained of):

Remedy Sought:

(See page 2 for additional requirements)

AUTHORIZATION

I will be represented in this grievance by: (check one - representative must sign on appropriate line. If grievant is represented by the UFF or legal counsel, all university communications should go to the grievant's representative.):

_____ UFF _____

_____ Legal Counsel _____

_____ Myself _____

I UNDERSTAND AND AGREE THAT BY FILING THIS GRIEVANCE, I WAIVE WHATEVER RIGHTS I MAY HAVE UNDER CHAPTER 120 OF THE FLORIDA STATUTES WITH REGARD TO THE MATTERS I HAVE RAISED HEREIN AND UNDER ALL OTHER UNIVERSITY PROCEDURES WHICH MAY BE AVAILABLE TO ADDRESS THESE MATTERS.

This grievance was filed with the Provost's or Designee's Office on _____ by (check one) mail (certified or registered, restricted delivery, return receipt requested)
_____, personal delivery _____, other (specify) _____.

_____
Signature of Grievant

(Grievant must sign prior to Step 2 Meeting if grievance is to be processed.)

Florida International University/United Faculty of Florida

APPENDIX D

REQUEST FOR STEP 2 REVIEW

Date Received by President or Designee: _____

GRIEVANT	**STEP 2 GRIEVANCE REPRESENTATIVE**
NAME:	NAME:
SCHOOL/COLLEGE:	MAILING ADDRESS:
DEPT:	
OFFICE PHONE:	OFFICE PHONE:

Grievant hereby requests that the President or designee review the Grievance as set forth on the attached Step 1 Grievance Form and issue a decision providing the remedy sought.

Grievant filed this request for review with the President's or designee's Office on _ _____ by (check one) mail (certified or registered, restricted delivery, return receipt requested) _____, personal delivery _____ _____, other (specify) _____.

_____
Signature of Grievant

I am represented in this grievance by (check one - representative should sign on appropriate line. If grievant is represented by the UFF or legal counsel, all university communications should go to the grievant's representative):

_____ UFF _____

_____ Legal Counsel _____

_____ Myself _____

(See page 2 for additional requirements.)

A copy of the Appendix C Grievance form initially filed with the Provost or designee must be attached to this Request for Step 2 Review at the time of its filing with the President or designee.

The Step 2 Decision shall be transmitted to Grievant's Step 2 Representative by personal delivery with written documentation of receipt or by certified mail, return receipt requested. Copies of this decision shall be sent to Grievant, to the Provost or designee, and to the President, UFF-FIU, if grievant elected self-representation or representation by legal counsel.

APPENDIX E

NOTICE OF ARBITRATION

Date of receipt by President or Designee: _____

The United Faculty of Florida hereby gives notice of its intent to proceed to arbitration in connection with the decision of the President dated _____ and received by the UFF on _____ in this grievance of:

NAME: _____

The following statement of issue(s) before the Arbitrator is proposed:

This notice was filed with the President's or designee's Office on _____ by (check one): mail (certified or registered, restricted delivery, return receipt requested) _____; personal delivery _____; other (specify) ____ _____.

_____
Signature of UFF President or designee

I hereby authorize UFF to proceed to arbitration with my grievance. I also authorize UFF and the University to use, during the arbitration proceedings, copies of any materials in my evaluation file pertinent to this grievance and to furnish copies of the same to the arbitrator.

_____
Signature of Grievant

Florida International University-/United Faculty of Florida

APPENDIX F

SALARY INCREASE NOTIFICATION

NAME:

-DEPARTMENT:

In accordance with the provisions of the 2011~~08~~-2014~~12008-2011~~ BOT-UFF Agreement, your salary increase, effective _____, is:

Salary as of (date) $ _____

Promotion (date) $ _____

Retention Increase effective (date) $ _____

Other (specify), if applicable:

_____ Effective Date: $_____

_____ Effective Date: $ _____

_____ Effective Date: $ _____

Total Salary effective (date) $ _____

Biweekly Amount effective (date)

The recommendation for your salary increase was prepared by: _____.~~.~~ You may request a meeting to discuss this increase.

Florida International University/United Faculty of Florida

APPENDIX G

BOT-UFF POLICIES

PREAMBLE TO APPENDIX ON BOT-UFF POLICIES

In accordance with the Agreement between the University and the United Faculty of Florida – FIU Chapter dated July 26, 2005, the parties have converted thirteen articles appearing in the BOR-UFF Collective Bargaining Agreement into the BOT-UFF Policies ("Policies") that are contained in this Appendix through collective bargaining negotiations. These resulting Policies are binding upon the parties and shall remain unchanged for a term coextensive with the duration of the BOT-UFF Collective Bargaining Agreement ("BOT-UFF Agreement"). The Policies shall be enforced through the Policy on Neutral Internal Resolution of Policy Disputes that is included in this Appendix.

The Policies in this Appendix are contained herein for information purposes only and are not made a part of the BOT-UFF Agreement. The parties agree that the inclusion of these Policies as an Appendix to the Agreement does not subject the Policies, or any right or benefit contained therein, to the Article on Grievance Procedure and Arbitration, of the BOT-UFF Agreement.

BOT-UFF POLICY APPOINTMENT

Purpose: To establish policy and procedures governing appointment of applicants for new and vacant positions and employees

Policy:

1. General Statement. The University shall exercise its authority to determine the standards, qualifications, and criteria so as to fill appointment vacancies in the bargaining unit with the best possible candidates. In furtherance of this aim, the University shall: (a) advertise such appointment vacancies; (b) receive applications and screen candidates for such appointments, and make appointments consistent with such standards, qualifications, and criteria; and (c) commit to an effort to identify and seek qualified women and minority candidates for vacancies and new positions.

Procedures:

2. Advertisement of Vacancies. Bargaining unit vacancies shall be advertised throughout the University and other venues as determined by the

dean/director. Employees of lower or equivalent ranks, employees who are spouses of employees, and employees who are local residents shall not, in the hiring process, be disadvantaged for that reason. All candidates for new and vacant positions shall be advised of the salaries of employees in the department/unit, or of salaries of University employees in the same job classification, as appropriate, prior to the negotiation of the candidate's initial salary. Prior to making the decision to hire a candidate to fill a bargaining unit vacancy, the appropriate administrator(s) shall consider recommendations that have resulted from the review of candidates by employees in the department.

3. Initial Appointment.

Upon initial appointment, a bargaining unit employee shall be issued a letter of offer, signed by the dean/director, citing specific terms and conditions of employment and his or her initial assignment of responsibilities. The University may enclose informational addenda, except that such addenda may not abridge the employee's rights or benefits provided in the BOT-UFF Agreement or BOT-UFF Policies. All academic year appointments for employees at a University shall begin on the same date. Two weeks prior to the beginning of classes each semester, the University shall send to the UFF Chapter a list of bargaining unit employees hired since the beginning of the previous semester, showing name; rank or title; department, college, program or employment unit; salary; and principal place of employment (campus). The initial letter of offer shall contain the following elements:

(a) Date;

(b) Rank and/or Title and bargaining unit appointment status;

(c) Employment unit (e.g., department, college, institute, area, center, etc.);

(d) The length of the appointment and starting date;

(e) Special conditions of employment;

(f) The duties and responsibilities of the employee;

(g) A statement that the position is (1) tenured, (2) non-tenure earning, or
(3) tenure-earning (specifying prior service in another institution to be credited toward tenure);

(h) A statement that the employee's acceptance of and/or signature on the letter of offer shall not be deemed a waiver of the right to process a grievance with respect thereto in compliance with the BOT-UFF Agreement or a

complaint in compliance with the BOT-UFF Process for Neutral, Internal Resolution of Policy Disputes, as appropriate.

(i) The following statement, if the appointment is not subject to the notice provisions of the BOT-UFF Policy on Non-reappointment: "Your employment under this appointment will cease on the date indicated. No further notice of cessation of employment is required.";

(j) A statement that the appointment is subject to the Constitution and laws of the State of Florida and the United States, the rules of the Board and the University, and the BOT-UFF Agreement and BOT-UFF Policies;

(k) Percent of full-time effort (FTE) assigned;

(l) Total Salary rate and administrative salary supplement if appropriate, noting the biweekly rate of pay for the employment period;

(m) The formula by which an annual salary shall be converted to an academic year salary, if applicable.

(n) The statement: "The BOT-UFF Collective Bargaining Agreement prohibits discrimination against any employee based upon race, color, sex, religious creed, national origin, age, veteran status, disability, political affiliation, marital status, sexual orientation, gender identity or employee rights related to union activity as granted under Chapter 447, Florida Statutes. Claims of such discrimination by the Board or the University may be presented as grievances pursuant to the Grievance Procedure set forth in the BOT-UFF Collective Bargaining Agreement.";

(o) A statement informing the employee of the obligation to report outside activity and conflict of interest under the provisions of the BOT-UFF Policy on Conflicts of Interest and Outside Activities; and

(p) Principal place of employment.

4. Annual Notice of Length of Appointment and Salary. No later than two weeks prior to the beginning of the employee's subsequent annual appointment and summer appointment, each employee shall receive written notice of the beginning and ending dates of that appointment and the salary rate at which the employee is to be paid during that appointment, including the number of pay periods during the appointment and the employee's biweekly rate of pay.

5. Appointments.

(a) Change in Appointments

If at any time during the employee's employment at FIU any change is proposed in any term or condition of the initial appointment contained in the letter of offer, reasonable advance written notice of each such proposed change must be provided to the employee. If the proposed change requires notice in accordance with the terms set forth in any applicable provision of the BOT-UFF Agreement or any applicable BOT-UFF Policy, the period required for reasonable advance notice shall be as set forth in the applicable Agreement or Policy.

(b) Summer Appointments.

(1) Available supplemental summer appointments shall be offered equitably and as appropriate to qualified employees, not later than five weeks prior to the beginning of the appointment, if practicable, in accordance with written criteria. The criteria shall be made available in each department/unit.

(2) Supplemental summer appointments shall be made in accordance with Section 1012.945, Florida Statutes (the "twelve hour law").

(3) Compensation. Compensation for summer employment shall be 12.5% of the employee's 9-month base salary for each course assigned, based on three (3) credit- hour courses. Compensation for courses of more or fewer than three credit hours shall be prorated.

(4) The instructional FTE will ordinarily be that assigned to a course offered during the academic year which is the same or similar to that being offered in the summer. This academic year instructional assignment may not exceed .25 FTE for a 3-contact-hour course, except that contact hour equivalencies may be assigned for classroom instructional activities which involve unusual and significant requirements for classroom preparation, conduct of classes, student evaluation, etc. The academic year FTE will be increased during the supplemental summer appointment proportional to the shorter length of the summer terms. Contact hour equivalencies may be assigned in the summer for classroom instructional activities which involve unusual and significant requirements for class preparation, conduct of classes, student evaluation, etc. These assigned FTEs also will be proportionally greater in the summer than in the academic year in recognition of the shorter length of the summer terms.

(5) The instructional FTE assignment described in 5(b)(4), above, does not include other credit-generating activities such as thesis/dissertation supervision, directed individual studies, supervised research/teaching, and supervision of student interns. These activities, as well as Research or Service activities, may be assigned by the University during the summer term as contact hour equivalents to teaching a course or as "Other FTE" but are not a part of the instructional FTE assignment described in 5(b)(4), need

not be assigned in conjunction with the summer instructional assignment, and need not be allocated according to the same FTE equivalent as during the academic year. Any such reduction in FTE must, however, correspond to an appropriate reduction in assigned duties.

(6) The instructional FTE assignment described in 5(b)(4) above shall include normal activities related to such an instructional 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. In addition, during any summer term (A, B or C) in which an employee has a summer instructional appointment, the employee may be required to attend no more than two (2) hours of department/unit or university meetings required for collegial activities of particular urgency.

(c) Extra Compensation Appointments.

Extra compensation is defined as compensation for any duties (including work activities previously designated as overload) in excess of a full appointment (1.0 FTE). Available extra compensation appointments within the University shall be offered equitably and as appropriate to qualified employees in sufficient time to allow voluntary acceptance or rejection and are subject to the applicable provisions of the Salary Article in the BOT-UFF Agreement, except that during the summer term only, duties and responsibilities assigned by the University to an employee for non-credit generating activities that do not exceed the available established FTE for the position may be compensated through OPS, not Salary. Prior approval for extra compensation activity must be obtained from the employee's immediate supervisor. Twelve-month employees who have been approved to perform extra compensation activity during the employee's normal working hours must use accrued vacation leave during the hours of the extra compensation activity.

(d) Visiting Appointments.

A "visiting" appointment is one made to a person having appropriate professional qualifications but not expected to be available for more than a limited period, or to a person in a position which the University does not expect to be available for more than a limited period. A visiting appointment may be offered in single or multi-year appointments not to exceed a total of four (4) consecutive years.

(e) Adjunct Appointments.

The use of adjuncts at a University shall, upon the request of the UFF be a subject of consultation under the provisions of the BOT-UFF Agreement.

(f) Fixed Multi-Year Appointments

(1) Two- to five-year multi-year appointments may be offered for the following:

(a) Instructors, Senior Instructors, University Instructors, Lecturers, Senior Lecturers, and University Lecturers;
(b) Non-tenured or non-tenure earning Assistant Librarians, Associate Librarians, Librarians, Curators and Counselors/Advisors;
(c) Scholars/Scientists, Research Associates, and Associate In/Assistant In _____;
(d) Clinical Faculty;
(e) Individuals who have officially retired from FIU and who are at least 55 years of age;
(f) Tenured employees who decide to give up their tenured status to take advantage of whatever incentives might be offered by a fixed multi-year appointment;
(g) Individuals who have held the rank of full professor for at least seven (7) years at an institution of higher education; and
(h) Individuals with substantial, highly specialized professional experience who do not have terminal degrees that would qualify them for tenure-earning positions.

(2) Employees holding such fixed multi-year appointments may be terminated early under the provisions of Article 8 Layoff and Recall and under the BOT-UFF Policy on Disciplinary Action.

(3) Successive fixed multi-year appointments may be offered to eligible employees hired pursuant to Section 5(f)(1), above, as follows:

(a). Criteria used to determine in which instances to offer successive appointments include consideration of the basis for the initial fixed multi-year appointment, evaluation of performance, professional growth, extent and currency of professional qualifications, contribution to the mission of the department or program, staffing needs, funding source alternatives, and continuing program considerations. Such criteria shall be in writing and available to all eligible employees.

(b). The employee will be advised in the penultimate year of the appointment that to be considered for a successive fixed multi-year appointment, the employee must submit a request and written documentation pursuant to written procedures established by the University. The University shall notify the employee in writing of its decision to offer or not offer a successive appointment by the beginning of the final year of the employee's current

appointment.

6. Reclassification of an Employee to a Non-Unit Classification. Employees shall be provided written notice at least thirty (30) days in advance, where practicable, with a copy to the UFF Chapter, when the University proposes to reclassify the employee to a classification which is not contained in the bargaining unit. The employee may request a review of such action consistent with the provisions of Section 15.6(b) and UFF Chapter may discuss such action pursuant to Article 2, Consultation.

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

(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.

(c) 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 discussions 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 discussions 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
EMPLOYEE PERFORMANCE EVALUATION

Purpose:

To provide the policy and procedures for assessing employee performance and communicating the results of assessment to the employee and to others using assessment information in personnel decisions, and further to express the mutual commitment of the parties to the University's values.

Policy:

(A) Annual Evaluations. The purpose of the annual evaluation is to assess and

communicate the nature and extent of an employee's performance of assigned duties consistent with the criteria specified below in this Policy. Except for those employees who have received notice of non-reappointment pursuant to the BOT-UFF Policy on Non-reappointment, every employee shall be evaluated at least once annually. Personnel decisions shall take such annual evaluations into account, provided that such decisions need not be based solely on written faculty performance evaluations.

(B) Sustained Performance Evaluations. Tenured faculty members shall receive a sustained performance evaluation once every seven (7) years following the award of tenure or their most recent promotion. The purpose of this evaluation is to document sustained performance during the previous six years of assigned duties and to evaluate continued professional growth and development.

(C) Third-Year Review. Faculty on tenure-earning status shall be reviewed by their peers during their third year of employment, in accordance with review procedures developed by each college and approved by the Provost.

Procedures:

(A) General.

(1) Sources and Methods of Evaluation. In preparing the annual evaluation, the person(s) responsible for evaluating the employee may consider, where appropriate, information from the following sources: immediate supervisor, peers, students, employee/self, other University officials who have responsibility for supervision of the employee, and individuals to whom the employee may be responsible in the course of a service assignment.

(2) Observation/Visitation. The employee, if assigned teaching duties, shall be notified at least two (2) weeks in advance of the date, time, and place of any direct classroom observation or visitation made in connection with the employee's annual evaluation. If the employee determines that this date is not appropriate because of the scheduled class activities, the employee may suggest a more appropriate date. Classroom visitation without prior notice, for non-evaluative purposes, may be made with permission of the employee.

(3) Employee Assistance Programs. Neither the fact of an employee's participation in an employee assistance program nor information generated by participation in the program, shall be used as evidence of a performance deficiency within the evaluation process described in this Policy, except for information relating to the employee's failure to participate in an employee assistance program consistent with the terms to which the employee and the University have agreed.

(4) Proficiency in Spoken English. Where applicable, employees must, to be involved in classroom instruction, be proficient in the oral use of English. No employee shall be evaluated as deficient in oral English language skills unless proved deficient in accordance with the appropriate procedures and examinations established by Section 1012.93, Florida Statutes, for testing such deficiency.

(a) No reference to an alleged deficiency shall appear in the annual evaluation or in the personnel file of a faculty member who achieves a satisfactory examination score determining proficiency in oral English ("50" or above on the Test of Spoken English).

(b) Faculty who score at a specified level on an examination established by law for testing oral English language skills ("45" on the Test of Spoken English), may continue to be involved in classroom instruction up to one (1) semester while enrolled in appropriate English language instruction, as described in paragraph (d) below, provided the appropriate administrator determines that the quality of instruction will not suffer. Only such faculty members who demonstrate, on the basis of examinations established by law that they are no longer deficient in oral English language skills may be involved in classroom instruction beyond one (1) semester.

(c) Faculty who score below a minimum score on an examination established by law for determining proficiency in oral English ("45" on the Test of Spoken English) shall be assigned appropriate non-classroom duties for the period of oral English language instruction provided by the University under paragraph (d) below, unless during the period of instruction the faculty member is found, on the basis of an examination specified above, to be no longer deficient in oral English language skills. In that instance, the faculty member will again be eligible for assignment to classroom instructional duties and shall not be disadvantaged by the fact of having been determined to be deficient in oral English language skills.

(d) It is the responsibility of each faculty member who is found, as part of the annual evaluation, to be deficient in oral English language skills by virtue of scoring below the satisfactory score on an examination established by law for determining such proficiency to take appropriate actions to correct these deficiencies. To assist the faculty member in this endeavor, the University shall provide appropriate oral English language instruction without cost to such faculty members for a period consistent with their length of appointment and not to exceed two (2) consecutive semesters.

(e) If the University determines, as part of the annual evaluation, that one (1) or more administrations of a test to determine proficiency in oral English language skills is necessary, in accordance with the law and this section, the University shall pay the expenses for the first administration of the test. The faculty member shall pay for additional testing that may be necessary.

(B) Annual Evaluation Procedures.

(1) Annually, the department chair or supervisor will prepare a written evaluation of all employees.

(2) The proposed written annual evaluation, including the employee's annual assignment furnished pursuant to the BOT-UFF Policy on Assignment of Responsibilities, shall be provided to the nine-month employee within forty-five (45) days after the end of the academic year for which such evaluation will be made, or in the case of 12 month employees within 45 days of the end of the 12 month period for which the evaluation is made. The employee shall be offered the opportunity (during the thirty day (30) period following receipt of the proposed annual evaluation) to discuss the evaluation with the evaluator prior to its being finalized and placed in the employee's evaluation file. The evaluation shall be signed and dated by the person performing the evaluation, and by the person being evaluated, who may attach a concise comment to the evaluation. A copy of the evaluation shall be provided to the employee. The employee may request, in writing a meeting with the administrator at the next higher level to discuss concerns regarding the evaluation that were not resolved in previous discussions with the evaluator.

(3) Each University department/unit shall develop and maintain procedures by which to evaluate each employee according to criteria specified below in this Policy. These procedures shall include the method for distribution of any merit salary increase funds provided pursuant to the BOT-UFF Agreement. The employees of each department/unit who are eligible to vote in department/unit governance shall participate in the development of these procedures and shall recommend implementation by vote of a majority of at least a quorum of those employees.

(a) The proposed procedures, or revisions thereof, shall be first reviewed at the College level by the Dean for consistency with College missions and goals and then reviewed by the Provost or designee to ensure that they are consistent with the mission and goals of the University and that they comply with the BOT-UFF Agreement and all relevant University policies.

(b) If the Provost or designee determines that the recommended procedures are not consistent with the missions and goals of the University, the BOT-UFF Agreement, or relevant University policies, the proposal shall be referred to the department/unit for revision with a written statement of reasons for non-approval. No merit salary increase funds shall be provided to a department/unit until its procedures have been approved by the Provost or designee.

(c) All approved procedures, and revisions thereof, shall be kept on file in the department/unit office and may be placed on the University website for access by employees and the UFF chapter. Upon request, employees in each

department/unit shall be provided a copy of that department/unit's current procedures for annual evaluation and distribution of merit salary increase funds.

(4) Upon written request from the employee, the persons responsible for supervising and evaluating an employee shall endeavor to assist the employee in correcting any major performance deficiencies reflected in the employee's annual evaluation.

(C) Sustained Performance Evaluation Procedures.

(1) The Sustained Performance Evaluation (SPE) program shall provide that:

(a) Only elected faculty may participate in the development or amendment of applicable procedures. Such procedures shall ensure involvement of both peers and administrators at the department and higher levels in the evaluation and shall ensure that an employee may attach a concise response to the evaluation;

(b) The University shall provide for an appeals process to accommodate instances when the employee and the supervisor cannot agree upon the elements to be included in the performance improvement plan; and

(c) The proposed procedures for the sustained performance evaluation shall be available to faculty members and to the UFF Chapter for review prior to final approval.

(2) Employee annual evaluations, including the documents contained in the evaluation file, shall be the sole basis for the sustained performance evaluation. An employee who received satisfactory annual evaluations during the previous six (6) years shall not be rated below satisfactory in the sustained performance evaluation nor be subject to a Performance Improvement Plan.

(3) A Performance Improvement Plan shall be developed only for those employees whose performance is identified through the Sustained Performance Evaluation as being consistently below satisfactory in one or more areas of assigned duties. The Performance Improvement Plan shall be developed by the employee, in concert with his/her supervisor, and include specific measurable performance targets and a time period for achieving the targets. The Performance Improvement Plan shall be approved by the Dean/Director and the Provost or designee. Specific resources identified in an approved Performance Improvement Plan shall be provided by the University. The supervisor shall meet periodically with the employee to review progress toward meeting the performance targets. It is the responsibility of the employee to attain the performance targets specified in the Performance Improvement Plan.

(D) Third-Year Review Procedures.

(1) All tenure-earning faculty will be reviewed in their third year of employment. For faculty hired with two or more years of tenure credit, this review should take place in the second year of employment.

(2) Each unit/college procedure for third-year review must be approved by a vote of the majority of tenured and tenure-earning faculty in the department/unit and by the Provost or designee.

(3) The third-year review will take into consideration the faculty's assignment and annual evaluations, including student evaluations, and any other information that the department/unit faculty deem appropriate to be considered and have specified should be included in department/unit procedures.

(E) Criteria.

(1) Annual Evaluation Criteria. All performance evaluations shall be based upon assigned duties, and shall carefully consider the nature of the assignment in terms, where applicable, of:

(a) Teaching effectiveness, including effectiveness in presenting knowledge, information, and ideas by means or methods such as lecture, discussion, assignment and recitation, demonstration, laboratory exercise, practical experience, supervision of interns, theses, professional projects and/or dissertations, and direct consultation with students. The evaluation shall include consideration of effectiveness in imparting knowledge and skills, and effectiveness in stimulating students' critical thinking and/or creative abilities, the development or revision of curriculum and course structure, and adherence to accepted standards of professional behavior in meeting responsibilities to students. The evaluator may take into account class notes, syllabi, student exams and assignments, and any other materials relevant to the employee's teaching assignment. The teaching evaluation must take into account any relevant materials submitted by the employee, including the results of peer evaluations of teaching, and may not be based solely on student evaluations when this additional information has been made available to the evaluator.

(b) Contribution to the discovery of new knowledge, development of new educational techniques, and other forms of creative activity. Evidence of research and other creative activity shall include, but not be limited to, published books; articles and papers in professional journals; musical compositions, paintings, sculpture; works of performing art; papers presented at meetings of professional societies; funded grant activities; and research and creative accomplishments that have not yet resulted in publication, display, or performance. The evaluation shall include consideration of the employee's productivity, including the quality and quantity of the employee's research and other creative programs and contributions during the

year, as well as recognition by the academic or professional community of what has been done.

(c) Public service that extends professional or discipline-related contributions to the community, the State, public schools, and/or the national and international community. This public service includes contributions to scholarly and professional organizations, governmental boards, agencies, and commissions that are beneficial to such groups and individuals.

(d) Participation in the governance processes of the University through significant service on committees, councils, and senates, beyond that associated with the expected responsibility to participate in the governance of the University through participation in regular departmental or college meetings.

(e) Other assigned University duties, such as attending University events, advising, counseling, and academic administration, or as described in a Position Description, if any, of the position held by the employee. Other assigned duties may include entrepreneurial activities that contribute to the further development of the University with an end result of creating a new venture. Evidence of entrepreneurial contributions shall include, but not be limited to, creation of self supporting centers or institutes, development of multi-disciplinary research partnerships, and applications of research to implementations in society.

BOT-UFF POLICY
EVALUATION FILE

Purpose:

To provide guidelines for the establishment, maintenance and use of employee evaluation files within the employee's respective academic unit.

Policy:

1. General statement. There shall be one (1) evaluation file containing a dated copy of all documents used in the evaluation process, other than evaluation for tenure, promotion, and successive fixed multi-year appointments. When evaluations and other personnel decisions are made, other than for tenure, promotion, and successive fixed multi-year appointments, the only documents which may be used are those contained in that file. Such documents shall be placed in the evaluation file within a reasonable time after receipt by the custodian of the file. The location of the evaluation file will be in the Dean/ Director's office or in the Department Chairperson's office and employees shall be notified, upon written request, of the location. A copy of the annual evaluation

will be maintained in the Division of Human Resources.

2. Access. An employee may examine the evaluation file, upon reasonable advance notice, during the regular business hours of the office in which the file is kept, normally within the same business day as the employee requests to see it, and under such conditions as are necessary to insure its integrity and safekeeping. Upon request, an employee may paginate with successive whole numbers the materials in the file, and may attach a concise statement in response to any item therein. Upon request, an employee is entitled to one (1) free copy of any material in the evaluation file. Additional copies may be obtained by the employee upon the payment of a reasonable fee for photocopying. A person designated by the employee may examine that employee's evaluation file with the written authorization of the employee concerned, and subject to the same limitations on access that are applicable to the employee.

3. Use of Evaluative Materials.

(a) In the event a complaint is filed, the University, Board, UFF complaint representatives (designated by the faculty member), the Panel designated to hear policy disputes under the BOT-UFF Policy on Neutral, Internal Resolution of Policy Disputes, and the employee bringing the complaint shall have the right to use copies of materials from the employee's evaluation file in the complaint process.

(b) In the event of a grievance arising from the Collective Bargaining Agreement, the University, Board, UFF grievance representatives (designated by the faculty member), the arbitrator and the employee bringing the grievance shall have the right to use copies of materials from the employee's evaluation file in the grievance.

4. Anonymous Material. There shall be no anonymous material in the evaluation file except for numerical summaries of student evaluations that are part of a regular evaluation procedure of classroom instruction and/or written comments from students obtained as part of that regular evaluation procedure. If written comments from students in a course are included in the evaluation file, all of the comments obtained in the same course must be included.

5. Peer Committee Evaluations. Evaluative materials, or summaries thereof, prepared by peer committees as part of a regular evaluation system, may be placed in an evaluation file when signed by a representative of the committee.

6. Removal of Contents. Materials shown to be contrary to fact shall be removed from the file. This section shall not authorize the removal of materials from the evaluation file when there is a dispute concerning a matter of judgment or opinion rather than fact. Materials may also be removed pursuant to the resolution of a grievance arising from the Collective Bargaining Agreement or of a

complaint arising from a BOT-UFF Policy.

7. Limited Access Information. Information reflecting evaluation of employee performance shall be available for inspection only by the employee, his or her representative (upon written authorization from the employee), University and Board officials who use the information in carrying out their responsibilities, peer committees responsible for evaluating employee performance, and others engaged by the parties to resolve disputes, or by others by court order. However, such limited access status shall not apply to summary data, by course, for the common "core" items contained in student course evaluations that have been selected as such by the Board or the University and made available by the University to the public on a regular basis.

8. Privacy of Social Security Numbers. Generally, University personnel records are public records and under the Sunshine Law are open for public inspection. However, employees' social security numbers are not public records. An individual's social security number must be removed from any record inspected or released in response to a public records request.

BOT-UFF POLICY
ACCESS TO OFFICIAL PERSONNEL RECORDS

Purpose:

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

Policy:

The official personnel record of each University employee is maintained in the Division of Human Resources and consists of copies of any action pertaining to employment (such as changes in salary, disciplinary actions, annual evaluations). However, the only file that can be the basis for evaluation of an employee's performance is the Department's Evaluation File referred to in the Evaluation File Policy.

An employee may examine the official personnel records during the regular business hours of the Division of Human Resources, upon reasonable advance notice, within a reasonable amount of time after said notice and under such conditions as are necessary to ensure their integrity and safekeeping.

An employee may attach a written response to any document existing in his/her personnel record. Any document, or portion thereof, found to be contrary to fact shall be removed from the official personnel record. This section shall not

authorize the removal of materials from the personnel record where there is a dispute concerning a matter of judgment or opinion rather than fact. Materials may also be removed pursuant to the resolution of a grievance arising from the Collective Bargaining Agreement or of a complaint arising from a BOT-UFF Policy.

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

All requests for employee information, including both current or former employees, should be submitted in writing to the Division of Human Resources for production.

Upon request, an employee is entitled to one (1) free copy of any materials in the personnel record. Additional copies may be obtained by the employee upon the payment of a reasonable fee for photocopying.

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

Information reflecting evaluation of faculty performance are limited access records and shall be available for inspection only by the faculty member, his or her representative (upon written authorization from the faculty member), University and Board officials who use the information in carrying out their responsibilities, peer committees responsible for evaluating employee performance, and others engaged by the parties to resolve disputes, or by others by court order. However, such limited access status shall not apply to summary data, by course, for the common "core" items contained in student course evaluations, which have been selected as such by the Board or the University and made available by the University to the public on a regular basis.

BOT-UFF POLICY
NON-REAPPOINTMENT

(1) No Property Right. No appointment shall create any right, interest, or expectancy in any other appointment beyond its specific terms, except as provided in [Section 8.2] and Article 9 of the BOT-UFF Collective Bargaining Agreement.

(2) Notice.

(a) All employees, except those described in (b)(i) and (c) below are entitled to the following written notice that they will not be offered further appointment:

(i) For employees in their first two (2) years of continuous University service, one semester (or its equivalent, 19.5 weeks, for employees appointed for more than an academic year);

(ii) For employees with two (2) or more years of continuous University service one year; or

(iii) For employees who are on “soft money” e.g., contracts and grants, sponsored research funds, and grants and donations trust funds, who had five (5) or more years of continuous University service as of June 30, 1991, one year.

(iv) The provision of notice under this section does not provide rights to a summer appointment beyond those provided in “Summer Appointments” section of the BOT-UFF Policy on Appointments.

(b) Employees who are on "soft money," e.g., contracts and grants, sponsored research funds, and grants and donations trust funds, except those described in Section (2)(a)(iii), above, are entitled to the following written notice that they will not be offered further appointment:

(i) For employees in their first five (5) years of continuous University service, no notice need be provided and the statement in (d), below, shall be included in their letter of offer or notice of change in appointment; or

(ii) For employees with five (5) or more years of continuous University service, ninety (90) days notice shall be provided contingent upon funds being available in the contract or grant.

(c) Employees who are appointed for less than one (1) academic year, who are appointed to a visiting appointment, who are appointed to a fixed multi-year appointment and employees employed in an auxiliary entity, are not entitled to notice that they will not be offered further appointment, and the statement in (d), below, shall be included in their letter of offer or notice of change in appointment.

(d) Employees described in (b)(i) and (c), above, shall have the following statement included in their letter of offer or appointment:

> Your employment under this letter of offer or appointment will cease on the date indicated. No further notice of cessation of employment is required.

(e) An employee who is entitled to written notice of non-reappointment in accordance with the provisions of Section (2) who receives written notice that the employee will not be offered further appointment shall be entitled, upon written request within twenty (20) days following receipt of such notice, to a written statement of the basis for the decision not to reappoint. Thereafter, the

President or designee shall provide such statement within twenty (20) days following receipt of such request. All such notices and statements are to be sent by certified mail, return receipt requested, or delivered in person to the employee with written documentation of receipt obtained.

(3) Complaints Regarding Non-Reappointment. The decision to not reappoint is not subject to the BOT-UFF Policy on Neutral, Internal Resolution of Policy Disputes , or the contractual grievance process except an employee who receives written notice of non-reappointment may, contest the decision, pursuant to the Neutral, Internal Resolution of Policy Disputes process because of an alleged violation of a specific term of a BOT-UFF Policy or pursuant to the contractual grievance process because of an alleged violation of the BOT-UFF Agreement or because of an alleged violation of the employee's constitutional rights. Such complaints or grievances must be filed within thirty (30) days of receipt of the statement of the basis for the decision not to reappoint pursuant to Section (2)(e) or receipt of the notice of non-reappointment if no statement is requested.

(4) Non-Reappointment Considerations. If the decision not to reappoint was based solely upon adverse financial circumstances, reallocation of resources, reorganization of degree or curriculum offerings or requirements, reorganization of academic or administrative structures, programs, or functions, and/or curtailment or abolition of one or more programs or functions, the University shall take the following actions:

(a) Make a reasonable effort to locate appropriate alternative or equivalent employment within the University; and

(b) Offer such employee, who is not otherwise employed in an equivalent full-time position, re-employment in the same or similar position at the University for a period of two years following the initial notice of non-reappointment, should an opportunity for such re-employment arise. All persons on the recall list shall regularly be sent the FIU position vacancy announcements. For this purpose, it shall be the employee's responsibility to keep the Division of Human Resources advised of the employee's current address. Any offer of re-employment pursuant to this section must be accepted within fifteen (15) days after the date of the offer, such acceptance to take effect not later than the beginning of the semester immediately following the date the offer was made. In the event such offer of re-employment is not accepted, the employee shall receive no further consideration pursuant to this Policy.

(5) Resignation. An employee who wishes to resign has the professional obligation, when possible, to provide the University with at least one semester's notice. Upon resignation, all consideration for tenure and reappointment shall cease.

(6) Notice Document. Notice of appointment and non-reappointment shall not

be contained in the same document.

BOT-UFF POLICY
PROMOTIONS

Purpose:

To provide academic units and employees with guidelines to be used in making promotion decisions.

Policy:

In order to be considered for promotion, an employee shall meet the qualifications for initial appointment to the proposed rank and successful performance at the level of the qualifications corresponding to that rank.

Promotion decisions are not merely a totaling of an employee's annual performance evaluations. Rather, the University, through its faculty, librarians, professional employees, and administrators, assesses the employee's potential for growth and scholarly contribution as well as past meritorious performance.

Procedures:

(1) Eligibility: Employees classified as Instructor, Lecturer, Senior Instructor, Senior Lecturer, Instructor Librarian, Assistant University Librarian, Associate University Librarian, Assistant Scholar/Scientist/Engineer, Associate Scholar/Scientist/Engineer, Assistant Professor, and Associate Professor shall be eligible to apply for promotion. Employees appointed with the modifiers "Clinical" or "Professional Practice" shall be eligible for promotion. Employees appointed with the modifier "Visiting" shall not be eligible for promotion.

(2) Annual Promotion Appraisals. Upon annual written request, beginning with the second year of employment, employees eligible for promotion shall be apprised of their progress toward promotion. The promotion appraisal shall be included as a separate component of the annual evaluation and is intended to provide assistance and counseling to candidates to help them to qualify themselves for promotion. The employee may request, in writing, a meeting with an administrator at the next highest level to discuss concerns regarding the promotion appraisal that were not resolved in discussions with the employee's supervisor. The promotion appraisals shall not be the sole basis for a decision concerning the employee's application for promotion.

(3) Promotion Criteria and Procedures.

(a) Each college/school and/or department/unit, as its faculty deem appropriate, subject to the approval of the Dean/Director and Provost, shall adopt its own promotion criteria and procedures, consistent with University-wide criteria and procedures, and reflecting the particular mission and disciplinary requirements specific to the academic unit. Policies on the promotion process must include a poll by secret ballot of the members of the employee's department/unit concerning the employee's promotion application, in accordance with criteria for voting set out by the employee's department/unit. Such criteria and procedures, as appropriate to the academic unit, shall provide for promotion to Senior Lecturer, Senior Instructor, University Lecturer, University Instructor, Assistant University Librarian, Associate University Librarian, University Librarian, Associate Scholar/Scientist/Engineer, Scholar/Scientist/Engineer, Associate Professor, and Professor,

(b) Any proposal to develop or modify promotion criteria or procedures shall be available for discussion and a vote by members of the affected departments/units before adoption. Promotion decisions shall be a result of meritorious performance and shall be based upon established criteria and procedures specified in writing by the University. Promotion criteria and procedures shall be available in the departmental/unit office and/or at the college/unit level online. The University may modify promotion criteria or procedures so long as the UFF Chapter has been notified of the proposed changes and offered an opportunity to discuss such changes in consultation with the Provost or designee. Changes in promotion criteria or procedures shall not become effective until one (1) year following adoption of the changes, unless mutually agreed to in writing by the UFF Chapter President and the Provost. The date of adoption shall be the date on which the changes are approved by the Provost.

(c) In the matter of promotion to Senior Lecturer, Senior Instructor, University Lecturer and University Instructor, the Provost, in accordance with the university governance process and subject to consultation with UFF, shall determine the criteria and procedures.

(d) The Promotion File. Prior to the consideration of the employee's promotion, the employee shall have the right to review the contents of the promotion file and may attach a brief response to any material therein. It is the responsibility of the employee to see that the file is complete and contains no material misrepresentation by the employee. If any material is added to the promotion file after the commencement of consideration, a copy shall be sent to the employee within five (5) days (by personal delivery or by mail, return receipt requested). The employee may attach a brief response within five (5) days of his/her receipt of the added material. The file shall not be forwarded until the employee either submits a response or the second five (5) day period expires, whichever occurs first.

(e) The promotion file shall include a copy of applicable promotion criteria, the employee's annual assignments, annual evaluations, and the employee's promotion appraisal(s). The only documents that may be considered in making a promotion recommendation are those contained or referenced in the promotion file.

(4) Notice of Award or Denial of Promotion. The University President shall decide whether to award promotion and shall notify the employee in writing of his or her decision within ten (10) days of that decision. Upon written request by an employee within twenty (20) days of the employee's receipt of such decision, the University shall provide the employee with a written statement of the reasons why the promotion was denied. Should an employee elect not to request such a written statement of reasons, the date of the act or omission giving rise to a complaint concerning the denial of promotion shall be deemed to be seven (7) days from the date of the employee's receipt of notice that a promotion shall not be awarded. Should an employee request such a written statement of reasons, the date of the act or omission giving rise to any complaint concerning denial of a promotion shall be deemed the date of the employee's receipt of a written statement of reasons why promotion was not awarded.

BOT-UFF POLICY
DISCIPLINARY ACTION AND JOB ABANDONMENT

(1) Just Cause.

(a) The purpose of this Policy is to provide a prompt and equitable procedure for disciplinary action taken with just cause. Just cause shall be defined as:

(i) incompetence, or
(ii) misconduct.

(b) An employee's activities which fall outside the scope of employment shall constitute misconduct only if such activities adversely affect the legitimate interests of the University or Board.

(2) Progressive Discipline. Both parties endorse the principle of progressive discipline as applied to professionals.

(3) Notice of Intent for Suspension or Termination. When the President or designee has reason to believe that a suspension or termination should be imposed, the President or designee shall provide the employee with a written notice of the proposed action and the reasons therefor. Such notice shall be sent

certified mail, return receipt requested, or delivered in person with written documentation of receipt obtained. The employee shall be given ten (10) days in which to respond in writing to the President or designee before the proposed action is taken. The President or designee then may issue a notice of disciplinary action under Section (4). The employee has a right to union representation during investigatory questioning that may reasonably be expected to result in disciplinary action. If the President or designee does not issue a notice of disciplinary action, the notice of proposed disciplinary action shall not be retained in the employee's evaluation file.

(4) Notice of Discipline. All notices of disciplinary action shall include a statement of the reasons therefor and a statement advising the employee that the action is subject to the BOT-UFF Policy on Neutral, Internal Resolution of Policy Disputes and may, in the event of an allegation of a violation of the BOT-UFF Agreement, be subject to the grievance procedure thereunder. All such notices shall be sent certified mail, return receipt requested, or delivered in person to the employee with written documentation of receipt obtained.

(5) Termination. A tenured appointment or any appointment of definite duration may be terminated during its term for just cause. An employee shall be given written notice of termination at least six (6) months in advance of the effective date of such termination, except that in cases where the President or designee determines that an employee's actions adversely affect the functioning of the University or jeopardize the safety or welfare of the employee, colleagues, or students, the President or designee may give less than six (6) months notice.

(6) Disciplinary Action Other than Termination. The University retains its right to impose disciplinary action other than termination for just cause including, but not limited to, reprimand and suspension with or without pay. Counseling, including recommendations for participation in an Employee Assistance Program, shall not be considered disciplinary action.

(7) Job Abandonment

(a) If an employee is absent without authorized leave for twelve (12) or more consecutive days under the provisions of the BOT-UFF Policy on Leaves, the employee shall be considered to have abandoned the position and voluntarily resigned from the University.

(b) Notwithstanding paragraph (a), above, if the employee's absence is for reasons beyond the control of the employee and the employee notifies the University as soon as practicable, the employee will not be considered to have abandoned the position.

(8) Employee Assistance Program. Neither the fact of an employee's participation in an employee assistance program, nor information generated by

participation in the program, shall be used as a reason for discipline under this Policy, except for information relating to an employee's failure to participate in an employee assistance program consistent with the terms to which the employee and the University have agreed.

(9) The procedure for review of any disciplinary action shall be the procedures of the BOT-UFF Policy on Neutral, Internal Resolution of Policy Disputes. This provision does not prohibit the filing of a grievance for an alleged violation of an article in the BOT-UFF Agreement.

UFF-BOT POLICY
LEAVES

Purpose: To establish policy and procedures concerning employee leaves.

Policy:

1. Requests for A Leave or Extension of Leave of One (1) Semester or More.

(a) For a leave of one (1) semester or more, an employee shall make a written request not less than 120 days prior to the beginning of the proposed leave, if practicable.

(b) For an extension of a leave of one (1) semester or more, an employee shall make a written request not less than sixty (60) days before the end of the leave, if practicable.

(c) The University shall approve or deny such request in writing not later than thirty (30) days after receipt of the request.

(d) An absence without approved leave or extension of leave shall subject the employee to the provisions of Section 7 of the BOT-UFF Policy on Disciplinary Action and Job Abandonment.

(e) An employee's request for use of leave for an event covered by the provisions of the Family and Medical Leave Act (FMLA) of 1993 (Public Law 103-3) shall be submitted and responded to in accordance with the provisions of Section 6 of this Policy.

2. Return from Leave. An employee who returns from an approved leave of absence with or without pay shall be returned to the same classification, unless the University and the employee agree in writing to other terms and conditions. The return from FMLA leave shall be in accordance with Section 6 of this Policy.

3. Accrual During Leave with Pay. An employee shall accrue normal leave credits while on compensated leave in full-pay status, or while participating in the sabbatical or professional development programs. If an employee is on compensated leave in less than full-pay status for other than sabbaticals or professional development programs, the employee shall accrue leave in proportion to the pay status.

4. Tenure Credit During Periods of Leave. Semester(s) during which an employee is on compensated or uncompensated leave for more than twenty (20) days shall not be creditable for the purpose of determining eligibility for tenure, except by mutual agreement of the employee and the University. In deciding whether to credit such leave toward tenure eligibility, the President or designee shall consider the duration of the leave, the relevance of the employee's activities while on such leave to the employee's professional development and to the employee's field of employment, the benefits, if any, which accrue to the University by virtue of placing the employee on such leave, and other appropriate factors.

5. Holidays.

(a) An employee shall be entitled to observe all official University holidays. No classes shall be scheduled on holidays. Classes not held because of a holiday shall not be rescheduled.

(b) Supervisors are encouraged not to require an employee to perform duties on holidays; however, an employee required to perform duties on holidays shall have the employee's schedule adjusted to provide equivalent time off, up to a maximum of eight (8) hours for each holiday worked.

(c) If an employee who has performed duties on a holiday terminates employment prior to being given time off, the employee shall be paid, upon termination, for the holiday hours worked within the previous twelve (12) month period.

6. Family and Medical Leave Act (FMLA) Entitlements.

(a) The Family and Medical Leave Act of 1993 ("FMLA") is the common name for the Federal law providing eligible employees an entitlement of up to four hundred and eighty (480) hours of leave without pay for qualified family or medical reasons during a one-year period. This Act entitles the employee to take leave without pay; where University policies permit, employees may use accrued leave with pay during any qualifying family or medical leave. The failure to list, define, or specify any particular provision or portion of the FMLA in this Policy shall in no way constitute a waiver of any of the rights or benefits conferred to the employer or the employee through the FMLA.

(b) Implementation of FMLA Leave Entitlements.

(1) An employee, whether salaried or paid from Other Personal Services (OPS), is entitled to four hundred and eighty (480) hours of FMLA leave within a twelve (12) month period for any qualifying family or medical leave.

(2) A salaried employee is entitled to a parental leave for up to six (6) months in accordance with the provisions of Section 7 of this Policy, for a birth or adoption of the employee's child. If an eligible employee elects to take Parental Leave and the employee's parental leave extends beyond the period of paid parental leave provided pursuant to Section 7 of this Policy, up to four hundred and eighty (480) hours of such leave may be counted against that employee's FMLA entitlement.

(c) Accounting for the Use of FMLA Leave in a Twelve-Month Period.

(1) A rolling year (commencing with the first day of leave) shall be the designated twelve (12) month period in which to count the use of up to four hundred and eighty (480) hours of FMLA leave.

(2) An eligible employee's entitlement to leave for a birth or placement for adoption or foster care expires at the end of a twelve (12) month period beginning on the date of the birth or placement of the child.

(d) Use and Approval of FMLA Leave.

(1) The University shall approve FMLA leave for an eligible employee as long as the reasons for absence qualify under the FMLA and the employee has not exhausted the employee's four hundred and eighty (480) hours within the appropriate 12-month period for such leave. The employee may request FMLA leave as accrued leave, leave without pay, or a combination of both.

(2) The University may require that the employee use accrued leave with pay prior to requesting leave without pay for four hundred and eighty (480) hours (12 workweeks) of FMLA leave. Requiring the use of paid leave shall be applied consistently and may not be used merely to exhaust the employee's leave balance in order to prohibit the use of paid leave while on leave without pay as provided for in this Policy.

(3) After the President or designee has acquired knowledge that the leave is being taken for an FMLA required reason, the President or designee shall within two business days, absent extenuating circumstances, notify the employee of the period of FMLA leave to be granted, including the date of return to employment. If the notice is oral, it shall be confirmed in writing no later than

the following payday (unless the payday is less than one week after the oral notice, in which case the notice must be no later than the subsequent payday).

(e) Medical Certification.

(1) The University may require an employee to provide medical certification from a health care provider for FMLA leave without pay when taken for the serious health condition of the employee or the employee's family member.

(2) Medical certification may be required to affirm the employee's ability to return to work and perform one or more of the essential functions of the job within the meaning of the Americans with Disabilities Act (ADA), after being absent on FMLA leave.

(f) Return to Position. Upon return from FMLA leave, the employee shall be returned to the same or equivalent position in the same class and work location, including the same shift or equivalent schedule, unless the University and the employee agree in writing to other conditions and terms under which such leave is to be granted.

(g) Continuation of Benefits. The use of FMLA leave by eligible employees shall neither enhance nor decrease any rights or benefits normally accrued to salaried employees during a leave with pay or any rights or benefits normally accrued during a leave without pay.

(h) If any provision of this Policy is inconsistent with or in contravention of the Family Medical Leave Act of 1993, Public Law 103-3, or the Family and Medical Leave Act Regulations, 29 CFR Part 825, or any subsequently enacted legislation, then such provision shall be superseded by the laws or regulations referenced above, except to the extent that this Policy, the collective bargaining agreement or any employee benefit program or plan provides greater family or medical leave rights to an eligible employee.

7. Parental Leave.

(a) An employee, at the employee’s request, shall be granted parental leave when the employee or employee's same-sex domestic partner becomes a biological parent or a child is placed in the employee's home pending adoption. Foster care is not covered under parental leave but is provided through the FMLA provisions in accordance with this Policy.

(b) Once during his or her employment career at FIU, at the employee’s discretion, an employee on a 12-month appointment shall be granted parental leave at full pay for a period not to exceed twenty-six (26) consecutive weeks. Such paid parental leave shall begin no earlier than two weeks before the

expected date of the child's birth or placement in the employee's home or the actual date of the child's birth or placement in the employee's home, whichever is earlier, and shall end no later than one year from the date of the child's birth or placement in the employee's home.

(c) Once during his or her employment career at FIU, at the employee's discretion, an employee on an Academic Year appointment shall be granted a parental leave at full pay during Fall or Spring semester and at .33 FTE during Summer A or Summer B, for a period not to exceed twenty-six consecutive weeks. Such paid parental leave shall begin no earlier than the first day of classes in the semester during which the child's birth or placement in the employee's home is expected or during which the actual date of birth or placement occurs, whichever is earlier, and shall end no later than one year from the date of the child's birth or placement in the employee's home. Where circumstances permit, employees are encouraged to begin parental leave at the beginning of the first week of classes in the semester.

(d) If an employee who takes paid parental leave pursuant to paragraph 7(b) or (c) requests parental leave for a period of more than twenty-six consecutive weeks, the employee may use a combination of paid leave, accrued leave and leave without pay, and such request shall include the specific periods for each type of leave requested. Use of accrued leave during an approved period of leave without pay shall be in accordance with Section 12 of this Policy.

(1) The President or designee shall acknowledge to the employee in writing the period of paid parental leave to be taken and the date of return to employment.

(2) In addition to paid parental leave and at the employee's request, the President or designee shall grant further accrued leave at the employee's request for a period not to exceed the employee's accrued leave, and/or full-time or part-time leave without pay for a period not to exceed one (1) year, unless the President or designee determines that granting such leave would be inconsistent with the best interests of the University.

(3) Any illness caused or contributed to by pregnancy shall be treated as a temporary disability and the employee shall be allowed to use accrued sick leave credits when such temporary disability is certified by a health care provider.

(e) Upon agreement between the employee and the University, intermittent FMLA leave or a reduced work schedule may be approved for the birth of the employee's child or placement of a child with the employee for adoption in accordance with Section 6 of this Policy.

8. Leaves Due to Illness/Injury.

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

(a) Sick Leave.

(1) Accrual of Sick Leave.

a. A full-time employee shall accrue four (4) hours of sick leave for each biweekly pay period, or the number of hours that are directly proportionate to the number of days worked during less than a full-pay period, without limitation as to the total number of hours that may be accrued.

b. A part-time employee shall accrue sick leave at a rate directly proportionate to the percent of time employed.

c. An employee appointed under Other Personal Services (OPS) shall not accrue sick leave.

(2) Uses of Sick Leave.

a. Sick leave shall be accrued before being taken, provided that an employee who participates in a sick leave pool shall not be prohibited from using sick leave otherwise available to the employee through the sick leave pool.

b. Sick leave shall be authorized for the following:

1. The employee's personal illness or exposure to a contagious disease which would endanger others.

2. The employee's personal appointments with a health care provider.

3. The illness or injury of a member of the employee's immediate family, at the discretion of the supervisor. Approval of requests for use of reasonable amounts of sick leave for caring for a member of the employee's immediate family shall not be unreasonably withheld. "Immediate family" means the spouse, same-sex domestic partner, and the grandparents, parents, brothers, sisters, children, and grandchildren of ~~both~~ the employee, ~~and~~

the employee's spouse or the employee's same-sex domestic partner, ~~and~~ or other dependents of the employee, employee's spouse, or employee's same-sex domestic partner living in the household.

4. The death of a member of the employee's immediate family, at the discretion of the supervisor. Approval of requests for use of reasonable amounts of sick leave, in addition to paid Bereavement Leave otherwise provided by this Policy, for the death of a member of the employee's immediate family shall not be unreasonably withheld.

c. A continuous period of sick leave commences with the first day of absence and includes all subsequent days until the employee returns to work. For this purpose, Saturdays, Sundays, and official holidays observed by the State shall not be counted unless the employee is scheduled to perform services on such days. During any seven (7) day period, the maximum number of days of sick leave charged against any employee shall be five (5).

d. An employee who requires the use of sick leave should notify the supervisor as soon as practicable.

e. An employee who becomes eligible for the use of sick leave while on approved annual leave shall, upon notifying the supervisor, substitute the use of accrued sick leave to cover such circumstances.

(3) Certification. If an employee's request for absence or absence exceeds four (4) consecutive days, or if a pattern of absence is documented, the University may require an employee to furnish certification issued by an attending health care provider of the medical reasons necessitating the absence and/or the employee's ability to return to work. If the medical certification furnished by the employee is not acceptable, the employee may be required to submit to a medical examination by a health care provider who is not a University staff member which shall be paid for by the University. If the medical certification indicates that the employee is unable to perform assigned duties, the President or designee may place the employee on compulsory leave under the conditions set forth in Section 8 (c) of this Policy.

(4) Payment for Unused Sick Leave.

a. An employee with less than ten (10) years of FIU service who separates from FIU shall not be paid for any unused sick leave.

b. An employee who has completed ten (10) or more years of FIU service, has not been found guilty or has not admitted to being guilty of committing, aiding, or abetting any embezzlement, theft, or bribery in connection with State government, or has not been found guilty by a court of competent jurisdiction of having violated any State law against or prohibiting

strikes by public employees, and separates from FIU because of retirement for other than disability reasons, termination, or death, shall be compensated at the employee's current regular hourly rate of pay for one-eighth of all unused sick leave accrued prior to October 1, 1973, plus one-fourth of all unused sick leave accrued on or after October 1, 1973; provided that one-fourth of the unused sick leave since 1973 does not exceed 480 hours. The compensation in this paragraph 7(a) (4)b shall not be given to an employee who starts employment at FIU on or after July 1, 2006.

c. Upon layoff, an employee with ten (10) or more years of FIU service shall be paid for unused sick leave as described in paragraph b., above, unless the employee requests in writing that unused sick leave be retained pending re-employment. For an employee who is re-employed by the University within twelve (12) calendar months following layoff, all unused sick leave shall be restored to the employee, provided the employee requests such action in writing and repays the full amount of any lump sum leave payments received at the time of layoff. An employee who is not re-employed within twelve (12) calendar months following layoff shall be paid for sick leave in accordance with this Policy.

d. All payments for unused sick leave shall be made in lump sum and shall not be used in determining the average final compensation of an employee in any State administered retirement system. An employee shall not be carried on the payroll beyond the last official day of employment, except that an employee who is unable to perform duties because of a disability may be continued on the payroll until all sick leave is exhausted.

e. If an employee has received a lump sum payment for accrued sick leave, the employee may elect in writing, upon re-employment within 100 days, to restore the employee's accrued sick leave. Restoration will be effective upon the repayment of the full lump sum leave payment.

f. In the event of the death of an employee, payment for unused sick leave at the time of death shall be made to the employee's beneficiary, estate, or as provided by law.

(b) Job-Related Illness/injury.

(1) An employee who sustains a job-related illness/injury that is compensable under the Workers' Compensation Law shall be carried in full-pay status for a period of medically certified illness/injury not to exceed seven (7) days immediately following the illness/injury, or for a maximum of forty (40) work hours if taken intermittently without being required to use accrued sick or annual leave.

(2) If, as a result of the job-related illness/injury, the employee is unable to resume work at the end of the period provided in paragraph (1), above:

a. The employee may elect to use accrued leave in an amount necessary to receive salary payment that will increase the Workers' Compensation payments to the total salary being received prior to the occurrence of the illness/injury. In no case shall the employee's salary and Workers' Compensation benefits exceed the amount of the employee's regular salary payments; or

b. The employee shall be placed on leave without pay and shall receive normal Workers' Compensation benefits if the employee has exhausted all accrued leave in accordance with paragraph (a.), above, or the employee elects not to use accrued leave.

(3) This period of leave with or without pay shall be in accordance with Chapter 440 (Worker's Compensation), Florida Statutes.

(4) If, at the end of the leave period, the employee is unable to return to work and perform assigned duties, the President or designee should advise the employee, as appropriate, of the Florida Retirement System's disability provisions and application process, and may, based upon a current medical certification by a health care provider prescribed in accordance with Chapter 440 (Worker's Compensation), Florida Statutes, and taking the University's needs into account:

a. offer the employee part-time employment;

b. place the employee in leave without pay status or extend such status;

c. request the employee's resignation; or

d. release the employee from employment, notwithstanding any other provisions of this Agreement.

(c) Compulsory Leave.

(1) Placing Employee on Compulsory Leave.

a. If an employee is unable to perform assigned duties due to illness/injury the President or designee may require the employee to submit to a medical examination, the results of which shall be released to the University, by a health care provider chosen and paid by the University, or by a health care provider chosen and paid by the employee, who is acceptable to the President or designee. Such health care provider shall submit the appropriate medical certification(s) to the University.

b. If the University agrees to accept the employee's choice of a health care provider the University may not then require another University-paid examination.

c. If the medical examination confirms that the employee is unable to perform assigned duties, the President or designee shall place the employee on compulsory leave.

(2) Conditions of Compulsory Leave.

a. Written notification to the employee placing the employee on compulsory leave shall include the duration of the compulsory leave period and the conditions under which the employee may return to work. These conditions may include the requirement of the successful completion of, or participation in, a program of rehabilitation or treatment, and follow-up medical certification(s) by the health care provider, as appropriate.

b. The compulsory leave period may be leave with pay or leave without pay. If the compulsory leave combines the use of accrued leave with leave without pay, the use of such leave shall be in accordance with Section 12 of this Policy.

c. If the employee fulfills the terms and conditions of the compulsory leave and receives a current medical certification that the employee is able to perform assigned duties, the President or designee shall return the employee to the employee's previous duties, if possible, or to equivalent duties.

(3) Duration. Compulsory leave, with or without pay, shall be for a period not to exceed the duration of the illness/injury or one year, whichever is less.

(4) Failure to Complete Conditions of Compulsory Leave or Inability to Return to Work. If the employee fails to fulfill the terms and conditions of a compulsory leave and/or is unable to return to work and perform assigned duties at the end of a leave period, the President or designee should advise the employee, as appropriate, of the Florida Retirement System's disability provisions and application process, and may, based upon the University's needs:

a. offer the employee part-time employment;

b. place the employee in leave without pay status in accordance with Section 12 of this Policy or extend such status;

c. request the employee's resignation; or

d. release the employee from employment, notwithstanding any other provisions of any BOT-UFF Policy or the BOT-UFF Agreement.

9. Annual Leave

(a) Accrual of Annual Leave.

(1) Full-time employees appointed for more than nine (9) months, except employees on academic year appointments, shall accrue annual leave at the rate of 6.769 hours biweekly or 14.667 hours per month (or a number of hours that is directly proportionate to the number of days worked during less than a full-pay period for full-time employees), and the hours accrued shall be credited at the conclusion of each pay period or, upon termination, at the effective date of termination. Employees may accrue annual leave in excess of the year end maximum during a calendar year. Employees with accrued annual leave in excess of the year end maximum as of December 31, shall have any excess converted to post October 1, 1973 sick leave on an hour-for-hour basis on January 1 of each year.

(2) Part-time employees appointed for more than nine (9) months, except employees on academic year appointments, shall accrue annual leave at a rate directly proportionate to the percent of time employed.

(3) Academic year employees, employees appointed for less than nine (9) months, and OPS employees shall not accrue annual leave.

(b) Use and Restoration of Annual Leave.

(1) Annual leave shall be accrued before being taken, except in those instances where the President or designee may authorize the advancing of annual leave. When leave has been advanced and employment is terminated prior to the employee accruing sufficient annual leave to credit against the leave that was advanced, the University shall deduct from the employee's warrant the cost of any annual leave advanced under this provision. All requests for annual leave shall be submitted by the employee to the supervisor as far in advance as possible and appropriate. Approval of the dates on which an employee wishes to take annual leave shall be at the discretion of the supervisor and shall be subject to the consideration of departmental/unit and organizational scheduling.

(2) Upon re-employment at FIU within 100 days, except for re-employment after layoff (see (c)(3), below), the employee may elect in writing to restore up to 44 (forty-four) days (352 hours) of his/her former unused annual leave balance. In such cases, the employee’s absence shall not constitute a break-in-service. Restoration will be effective upon the repayment of the lump sum leave payment up to forty-four (44) days.

(3) An employee may transfer internally into an annual leave accruing position up to forty-four (44) days of unused leave accrued in the FIU classification and pay plan in which previously employed, provided the employee has not received payment for such leave and no more than thirty-one (31) days have elapsed between jobs.

(c) Payment for Unused Annual Leave.

(1) Upon termination from an annual leave accruing appointment, or transfer from an annual leave accruing appointment to an academic year appointment, the University shall pay the employee for up to forty-four days (352 hours) of unused annual leave at the calendar year rate the employee was accruing as of the employee's last day of work, All unused annual leave in excess of forty-four days (352 hours) shall be forfeited by the employee.

(2) Upon layoff, an employee shall be paid for up to forty-four days (352 hours) of unused annual leave in lump sum, unless the employee requests in writing that annual leave credits be retained pending re-employment. For employees who are re-employed by the University within twelve (12) calendar months following layoff, all unused annual leave shall be restored to the employee, provided the employee requests such action in writing and repays the full amount of any lump sum leave payment received at the time of layoff. Employees who are not re-employed within twelve (12) calendar months following layoff and who elected to retain their annual leave pending re-employment shall be paid for up to forty-four days (352 hours) of unused annual leave at the calendar rate the employee was accruing as of the employee's last day of work.

(3) If an employee has received a lump sum payment from the University for accrued annual leave, the employee may elect in writing, upon re-employment at FIU within 100 days, to restore the employee's accrued annual leave. Restoration will be effective upon the repayment of the full lump sum leave payment.

(4) In the event of the death of an employee, payment for all unused annual leave at the time of death, up to 352 hours, shall be made to the employee's beneficiary, estate, or as provided by law.

10. Administrative Leaves.

(a) Jury Duty and Court Appearances.

(1) An employee who is summoned as a member of a jury panel or subpoenaed as a witness in a matter not involving the employee's personal interests, shall be granted leave with pay and any jury or witness fees shall be retained by the employee; leave granted hereunder shall not affect an employee's annual or sick leave balance.

(2) An appearance as an expert witness for which an employee receives professional compensation falls under the BOT-UFF Policy on Conflict of Interest and Outside Activity and the University's policies and rules relative to outside employment/conflict of interest. Such an appearance may necessitate the employee requesting annual leave or, if a non-annual leave accruing employee, may necessitate the employee seeking an adjustment of the work schedule.

(3) If an employee is required, as a direct result of the employee's employment, to appear as an official witness to testify in the course of any action such duty shall be considered a part of the employee's job assignment, and the employee shall be paid per diem and travel expenses and shall turn over to the University any fees received.

(4) An employee involved in personal litigation during work hours must request annual leave or, if a non-annual leave accruing employee, must seek an adjustment to the work schedule.

(b) Military Leave.

(1) Short-term Military Training. An employee who is a member of the United States Armed Forces Reserve, including the National Guard, upon presentation of a copy of the employee's official orders or appropriate military certification, shall be granted leave with pay during periods in which the employee is engaged in annual field training or other active or inactive duty for training exercises. Such leave with pay shall not exceed seventeen (17) work days in any one (1) federal fiscal year (October 1 - September 30).

(2) National Guard State Service. An employee who is a member of the Florida National Guard shall be granted leave with pay on all days when ordered to active service by the State. Such leave with pay shall not exceed thirty (30) days at any one time.

(3) Other Military Leave.

a. An employee, except an employee who is employed in a temporary position or employed on a temporary basis, who is drafted, who volunteers for active military service, or who is ordered to active duty (not active duty training) shall be granted leave in accordance with Chapter 43 of Title 38, United States Code. Active military service includes active duty with any branch of the United States Army, Air Force, Navy, Marine Corps, Coast Guard, National Guard of the State of Florida, or other service as provided in Sections 115.08 and 115.09, Florida Statutes.

b. Such leave of absence shall be verified by official orders or appropriate military certification. The first thirty (30) days of such leave shall be with full-pay and shall not affect an employee's annual or sick leave

balance. The remainder of military leave shall be without pay unless the employee elects to use accumulated annual leave or appropriate leave as provided in (4) below, or the employer exercises its option under Section 115.14, Florida Statutes, to supplement the employee's military pay. Leave payment for the first thirty (30) days shall be made only upon receipt of evidence from appropriate military authority that thirty (30) days of military service have been completed.

c. Applicable provisions of Federal and State law shall govern the granting of military leave and the employee's re-employment rights.

d. Use of accrued leave is authorized during a military leave without pay in accordance with Section 12 of this Policy.

(c) Leave Pending Investigation. When the President or designee has reason to believe that the employee's presence on the job will adversely affect the operation of the University, the President or designee may immediately place the employee on leave pending investigation of the event(s) leading to that belief. The leave pending investigation shall commence immediately upon the President or designee providing the employee with a written notice of the reasons therefore. The leave shall be with pay, with no reduction of accrued leave.

(d) Other Leaves Provided Not Affecting Accrued Leave Balances. An employee may be granted other leaves not affecting accrued leave balances which are provided as follows:

(1) Florida Disaster Volunteer Leave is provided for an employee who is a certified disaster service volunteer of the American Red Cross. Leave of absence with pay for not more than fifteen (15) working days in the fiscal year may be provided upon request of the American Red Cross and the employee's supervisor's approval. Leave granted under this act shall be only for services related to a disaster occurring within the boundaries of the State of Florida.

(2) Civil disorder or disaster leave is provided for an employee who is member of a volunteer fire department, police auxiliary or reserve, civil defense unit, or other law enforcement type organization to perform duties in time of civil disturbances, riots, and natural disasters, including an employee who is a member of the Civil Air Patrol or Coast Guard Auxiliary, and called upon to assist in emergency search and rescue missions. Such paid leave not affecting leave balances may be granted upon approval by the President or designee and shall not exceed two days on any one occasion.

(3) Athletic competition leave is provided for an employee who is a group leader, coach, official, or athlete who is a member of the official delegation of the United States team for athletic competition. Such paid leave not affecting leave balances shall be granted for the purpose of preparing for and

engaging in the competition for the period of the official training camp and competition, not to exceed 30 days in a calendar year.

(4) Leave for re-examination or treatment with respect to service-connected disability is provided for an employee who has such rating by the United State Department of Veterans Affairs and has been scheduled to be reexamined or treated for the disability. Upon presentation of written confirmation of having been so scheduled, such leave not affecting the employee's leave balances shall be approved and shall not exceed six (6) calendar days in any calendar year.

(e) Official Emergency Closings. The President or President's representative may close the University, or portions of the University, in the event an Executive Order declaring an emergency has been issued. When natural disasters or other sudden and unplanned emergency conditions occur which are not covered by an Executive Order, the President or designee shall determine whether the University, or any portion thereof, is affected by the emergency and is to be closed. Such closings will be only for the period it takes to restore normal working conditions. Leave resulting from such an emergency closing shall not reduce employees' leave balances.

11. Bereavement Leave. An employee shall be granted three (3) days of leave with pay for a death in the employee's immediate family, defined as spouse, same-sex domestic partner, children (including foster or stepchildren), parents (including stepparents), brother or sister (including stepbrother or stepsister), grandparents and grandchildren of either the employee or employee's spouse or same-sex domestic partner. In addition to paid bereavement leave, the employee may request approval to use reasonable amounts of paid sick leave, paid annual leave or unpaid leave in the event of a death in the family.

12. Leave Without Pay.

(a) Granting. Upon request of an employee, the President or designee shall grant a leave without pay for a period not to exceed one year unless the President or designee determines that granting such leave would be inconsistent with the best interests of the University. Such leave may be extended upon mutual agreement.

(b) Salary Adjustment. The salary of an employee returning from uncompensated leave shall be adjusted to reflect all non-discretionary increases distributed during the period of leave. While on such leave, an employee shall be eligible to participate in any special salary incentive programs such as the Teaching Incentive Program.

(c) Retirement Credit. Retirement credit for such periods of leave without pay shall be governed by the rules and regulations of the Division of Retirement and the provisions of Chapter 121, Florida Statutes.

(d) Accrual of Leave/Holiday Pay. While on leave without pay, the employee shall retain accumulated sick leave and annual leave, but shall not accrue sick leave or annual leave nor be entitled to holiday pay.

(e) Use of Accrued Leave During an Approved Period of Leave Without Pay.

(1) Use of accrued leave with pay is authorized during a leave of absence without pay for parental, foster care, medical, or military reasons. Such use of leave with pay is provided under the following conditions:

a. Notwithstanding the provisions of Section 8 (a)(2) of this Policy regarding the use of sick leave, an employee may use any type of accrued leave in an amount necessary to cover the employee's contribution to the State insurance program and other expenses incurred by the employee during an approved period of leave without pay for parental, foster care, medical, or military reasons.

b. Normally the use of accrued leave during a period of leave without pay for medical reasons shall be approved for up to six (6) months, but may be approved for up to one year for the serious health condition of the employee or a member of the employee's immediate family.

c. The employer contribution to the State insurance program will continue for the corresponding payroll periods.

(2) An employee's request for the use of accrued leave during a period of leave without pay shall be made at the time of the employee's request for the leave without pay. Such request shall include the amount of accrued leave the employee wishes to use during the approved period of leave without pay. If circumstances arise during the approved leave which cause the employee to reconsider the combination of leave with and without pay, the employee may request approval of revisions to the original approval.

BOT-UFF POLICY
INVENTIONS AND WORKS

Purpose: To encourage, facilitate, promote and reward the creation and

dissemination of original works of scholarship and research, effective pedagogy, and other creative endeavors.

Policy:

1. University Authority and Responsibilities. Section 1004.23, Florida Statutes authorizes the University to establish rules and procedures regarding patents, copyrights, and trademarks. Such rules and procedures shall be consistent with the terms of this Policy.

2. Definitions. The following definitions shall apply in this Policy:

(a) A "work" includes any copyrightable material, such as printed material, computer software or databases, audio and visual material, circuit diagrams, architectural and engineering drawings, lectures, musical or dramatic compositions, choreographic works, pictorial or graphic works, and sculptural works. Instructional technology material, as defined in the BOT-UFF Policy on Assignments, is included in this definition.

(b) An "invention" includes any discovery, invention, process, composition of matter, article of manufacture, know-how, design, model, technological development, strain, variety, culture of any organism, or portion, modification, translation, or extension of these items, and any mark used in connection with these items. Instructional technology material, as defined in the BOT-UFF Policy on Assignments, is included in this definition.

(c) "Instructional technology material" is defined in the BOT-UFF Policy on Assignments.

(d) "University support" includes the use of University funds, personnel, facilities, equipment, materials, or technological information, and includes such support provided by other public or private organizations when it is arranged, administered, or controlled by the University.

3. Works.

(a) Independent Efforts. A work made in the course of independent efforts is the property of the employee, who has the right to determine the disposition of such work and the revenue derived from such work. As used in this Policy, the term "independent efforts" means that:

(1) the ideas came from the employee;

(2) the work was not made with the use of University support; and

(3) the University is not held responsible for any opinions expressed in the work.

(b) University-Supported Efforts.

(1) If the work was not made in the course of independent efforts, the work is the property of the University and the employee shall share in the proceeds therefrom.

(2) Exceptions. The University shall not assert rights to the following works:

a. Those works for which the intended purpose is to disseminate the results of academic research or scholarly study, such as books, articles, electronic media; and

b. Works developed without the use of appreciable University support and used solely for the purpose of assisting or enhancing the employee's instructional assignment.

Procedures:

4. (a) Works

Disclosure.

(1) Upon the creation of a work and prior to any publication, the employee shall disclose to the President or representative any work made in the course of University-supported efforts, together with an outline of the project and the conditions under which it was done. Consistent with the provisions of this Policy, employees need not disclose regarding books, articles, and similar works, the intended purpose of which is to disseminate the results of academic research or scholarly work.

(2) The President or designee shall assess the relative equities of the employee and the University in the work.

(3) Within sixty (60) days after such disclosure, the President or designee will inform the employee whether the University seeks an interest in the work, and a written agreement shall thereafter be negotiated to reflect the interests of both parties, including provisions relating to the equities of the employee and the allocation of proceeds resulting from such work. Creation, use, and revision of such works shall also be the subject of the written agreement between the employee and the University as well as provisions relating to the use or revision of such works by persons other than the creator. The employee shall assist the University in obtaining releases from persons appearing in, or giving

financial or creative support to, the development or use of these works in which the University has an interest. All such agreements shall comport with and satisfy any preexisting commitments to outside sponsoring contractors.

(4) The employee and the University shall not commit any act which would tend to defeat the University's or employee's interest in the work and shall take any necessary steps to protect such interests.

(b) Inventions.

(1) Disclosure/University Review.

(A) An employee shall fully and completely disclose to the President or designee all inventions which the employee develops or discovers while an employee of the University, together with an outline of the project and the conditions under which it was done. With respect to inventions made during the course of approved outside employment, the employee may delay such disclosure, when necessary to protect the outside employer's interests, until the decision has been made by the outside employer whether to seek a patent.

(B) If the University wishes to assert its interest in the invention, the President or designee shall inform the employee within 120 days of the employee's disclosure to the President or designee.

(C) The President or designee shall conduct an investigation which shall assess the respective equities of the employee and the University in the invention, and determine its importance and the extent to which the University should be involved in its protection, development, and promotion.

(D) The President or designee shall inform the employee of the University's decision regarding the University's interest in the invention within a reasonable time, not to exceed 135 days from the date of the disclosure to the President or designee.

(E) The division, between the University and the employee, of proceeds generated by the licensing or assignment of an invention shall be negotiated and reflected in a written contract between the University and the employee. All such agreements shall comport with and satisfy any preexisting commitments to outside sponsoring contractors.

(F) The employee shall not commit any act which would tend to defeat the University's interest in the matter, and the University shall take any necessary steps to protect such interest.

(c) Independent Efforts. All inventions made outside the field or discipline in which the employee is employed by the University and for which no

University support has been used are the property of the employee, who has the right to determine the disposition of such work and revenue derived from such work. The employee and the President or designee may agree that the patent for such invention be pursued by the University and the proceeds shared.

(d) University-Supported Efforts. An invention which is made in the field or discipline in which the employee is employed by the University, or by using University support, is the property of the University and the employee shall share in the proceeds therefrom.

(e) Release of Rights.

(1) In the event a sponsored research contractor has been offered the option to apply for the patent to an invention or other rights in an invention, the University will use its good offices in an effort to obtain the contractor's decision regarding the exercise of such rights within 120 days.

(2) At any stage of making the patent applications, or in the commercial application of an invention, if it has not otherwise assigned to a third party the right to pursue its interests, the President or designee may elect to withdraw from further involvement in the protection or commercial application of the invention. At the request of the employee in such case, the University shall transfer the invention rights to the employee, in which case the invention shall be the employee's property and none of the costs incurred by the University or on its behalf shall be assessed against the employee.

(3) All assignments or releases of inventions, including patent rights, by the President or designee to the employee shall contain the provision that such invention, if patented by the employee, shall be available royalty-free for governmental purposes of the State of Florida, unless otherwise agreed in writing by the University.

(f) University Policy.

(1) The University shall have a policy addressing the division of proceeds between the employee and the University.

(2) Such policy may be the subject of consultation meetings pursuant to Section 2.2.

(g) Execution of Documents. The University and the employee(s) shall sign an agreement individually recognizing the terms of this Policy.

5. Outside Activity.

(a) Although an employee may, in accordance with BOT-UFF Policy on

Conflict of Interest/Outside Activity, engage in outside activity, including employment, pursuant to a consulting agreement, requirements that an employee waive the employee's or University's rights to any work or inventions which arise during the course of such outside activity must be approved by the President or designee.

(b) An employee who proposes to engage in such outside activity shall furnish a copy of this Policy and the University's patents policy to the outside employer prior to or at the time a consulting or other agreement is signed, or if there is no written agreement, before the employment begins.

BOT-UFF POLICY
CONFLICT OF INTEREST/OUTSIDE ACTIVITY

Purpose:

(a) An employee is bound to observe, in all official acts, the highest standards of ethics consistent with the code of ethics of the State of Florida (Chapter 112, Part III, Florida Statutes), the advisory opinions rendered with respect thereto, Board rules, and University rules. Other provisions of State law govern obligations and responsibilities of employees who receive State compensation in addition to their annual salary (see Section 240.283, Florida Statutes).

(b) Nothing in this Policy is intended to discourage an employee from engaging in outside activity in order to increase the employee's professional reputation, service to the community, or income, subject to the conditions stated herein.

Definitions:

(a) "Outside Activity" shall mean any private practice, private consulting, additional teaching or research, or other activity, compensated or uncompensated, which is not part of the employee's assigned duties and for which the University has provided no compensation.

(b) "Conflict of Interest" shall mean

(1) any conflict between the private interests of the employee and the public interests of the University, the Board of Governors, or the State of Florida, including conflicts of interest specified under Florida Statutes; or

(2) any activity which interferes with the full performance of the

employee's professional or institutional responsibilities or obligations.

Policy:

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

2. Report of Outside Activity.

(a) An employee who proposes to engage in any outside activity which the employee should reasonably conclude may create a conflict of interest, or in any outside compensated professional activity, shall report to the employee's supervisor, in writing, the details of such proposed activity prior to engaging therein.

(b) The report, as described in paragraph 2(a), shall include where applicable, the name of the employer or other recipient of services; the funding source; the location where such activity shall be performed; the nature and extent of the activity; and any intended use of University facilities, equipment, or services.

(c) At the beginning of the first academic year following ratification of the BOT-UFF 2011-2014 Collective Bargaining Agreement and at the beginning of each academic year thereafter, all employees must report activities described in 2(a) or state that he or she is not engaged in or proposing to engage in any outside compensated professional activity or other activity that he or she reasonably concludes may create a conflict of interest.

(d) ~~(c)~~ A new report shall be submitted for outside activity ~~previously reported~~ at:

(1) the beginning of each academic year ~~for outside activity of a continuing nature~~; and

(2) such time as there is a new activity or significant change in a~~n~~ previously reported activity (nature, extent, funding, etc.)

(e~~d~~) The reporting provisions of this section shall not apply to activities performed wholly during a period in which the employee has no appointment with FIU.

~~(e) Any outside activity which falls under the provisions of this Policy and in which the employee is currently engaged but has not previously reported, shall be reported within sixty (60) days of the execution of the BOT-UFF Agreement and shall conform to the provisions of this Policy.~~

3. Expedited Dispute Resolution Procedure.

(a) In the event the proposed outside activity is determined to constitute a conflict of interest, and the employee disagrees with that determination, the employee may file a complaint under the Expedited Dispute Resolution procedure contained in the BOT-UFF Policy for Neutral, Internal Resolution of Policy Disputes.

(b) The employee may engage in such outside activity pending a resolution of the matter pursuant to the BOT-UFF Policy for Neutral, Internal Resolution of Policy Disputes.

(c) If the resolution of the matter is that there is a conflict of interest, the employee shall cease such activity immediately and may be required to turn over to the University all or part of compensation earned therefrom.

4. Use of University Resources. An employee engaging in any outside activity shall not use the facilities, equipment, or services of the University in connection with such outside activity without prior approval of the President or designee. Approval for the use of University facilities, equipment, or services may be conditioned upon reimbursement for the use thereof.

5. No University Affiliation. An employee engaging in outside activity shall take reasonable precautions to ensure that the outside employer or other recipient of services understands that the employee is engaging in such outside activity as a private citizen and not as an employee, agent, or spokesperson of the University.

BOT-UFF POLICY
OTHER EMPLOYEE RIGHTS

(1) Professional Meetings. Employees should be encouraged to and may, with the approval of the supervisor, attend professional meetings, conferences, and activities. Subject to the availability of funds, the employee's expenses in connection with such meetings, conferences, or activities shall be reimbursed in accordance with the applicable provisions of State law and rules and regulations having the force and effect of law.

(2) Office Space. Each employee shall be provided with office space which may be on a shared basis. The parties recognize the desirability of providing each employee with enclosed office space with a door lock, office equipment commensurate with assigned responsibilities, and ready access to a telephone. Each employee shall, consistent with building security, have reasonable access to the employee's office space and laboratories, studios, music rooms, and the

like used in connection with assigned responsibilities; this provision may require that campus security provide access on an individual basis. Before an employee's office location is changed, or before there is a substantial alteration to an employee's office to a degree that impedes the employee's work effectiveness, the affected employee shall be notified, if practicable, at least one (1) month prior to such change.

(3) Safe Conditions. Whenever an employee reports a condition which the employee feels represents a violation of safety or health rules and regulations or which is an unreasonable hazard to persons or property, such conditions shall be promptly investigated. The appropriate administrator shall reply to the concern, in writing, if the employee's concern is communicated in writing.

(4) Limitation on Personal Liability.

(a) In the event an employee is sued for an act, event, or omission which may fall within the scope of Section 768.28, Florida Statutes, the employee should notify the President's office as soon as possible after receipt of the summons commencing the action in order that the Board may fulfill its obligation. Failure to notify the employer promptly may affect the rights of the parties.

(b) For information purposes, the following pertinent language of Section 768.28(9), Florida Statutes, is reproduced herein.

> No officer, employee, or agent of the State or its sub-divisions shall be held personally liable in tort for any injuries or damages suffered as a result of any act, event or omission of action in the scope of his employment or function unless such officer, employee or agent acted in bad faith or with malicious purpose or in a manner exhibiting wanton or willful disregard of human rights, safety or property.

(5) Travel Advances. The University will, to the extent permitted by State law and rule, provide travel advances, upon request, of up to eighty (80) percent of budgeted expenses for authorized travel of longer than five (5) consecutive days.

(6) Working Papers Rights. Consistent with law, the provisions of this Policy and the legitimate interests of the University, employees shall have the right to control of their personal correspondence, notes, raw data, and other working papers.

(7) Protection for Whistleblowers. Employees are notified that Section 112.3187, Florida Statutes, provides protection to whistleblowers and delineates their rights and responsibilities.

BOT-UFF POLICY
PROFESSIONAL DEVELOPMENT LEAVE AND SABBATICALS

Purpose of Professional Development Leave:

To provide employees who are not eligible for Sabbatical Leaves with leave opportunities to increase the employee's value to the University through enhanced opportunities for professional renewal, educational travel, formal education, research, writing or other experience of professional value, not as a reward for service.

Policy:

1. Professional Development Leave. Each year, the University shall make available at least one (1) professional development leave at full pay for one (1) semester or its equivalent, for example leave at half pay for two (2) semesters for each twenty (20) eligible non-tenure earning employees, subject to the conditions set forth below.

2. Eligibility. All employees with three (3) or more years of full-time continuous service at FIU, except those who are serving in tenure-earning or tenured positions, shall be eligible for professional development leaves during fiscal years 2011-2012 and 2012-2013. After July 1, 2013, all employees with at least six (6) years of full-time continuous service at FIU, except those who are serving in tenure-earning or tenured positions, shall be eligible for professional development leaves. An employee who is compensated through a contract or grant may receive a professional development leave only if the contract or grant allows for such leaves and the employee meets all other eligibility requirements.

3. Terms of Professional Development Leave.

(a) The employee must return to the University for at least one (1) academic year following conclusion of the leave, unless other arrangements are agreed to in writing by the Provost or designee before the leave is taken. If neither of these conditions is satisfied, the employee shall be required to return to the University the salary paid the employee by the University during the leave.

(b) Employees will not be eligible for ~~a second~~ another professional development leave until they complete ~~three (3)~~ six (6) additional years of continuous service.

(c) An employee who fails to spend the time as stated in the application shall reimburse the University for the salary received during such leave.

(d) The University shall continue normal contributions to retirement and Social Security programs on a basis proportional to the salary paid the employee

during the professional development leave. University contributions normally made to employee insurance programs and other employee benefit programs shall be continued during the professional development leave.

(e) Eligible employees shall accrue vacation leave, if applicable, and sick leave on a full-time basis during the professional development leave.

(f) The employee must provide a brief written report of the employee's accomplishments during the professional development leave to the President or designee upon return to the University.

(g) While on leave, an employee shall be permitted to receive funds for travel and living expenses, and other professional development leave-related expenses, from sources other than the University, such as fellowships, grants-in-aid, and contracts and grants, to assist in accomplishing the purposes of the professional development leave. Receipt of non salary funds for such purposes shall not result in reduction of the employee's University salary, but must be reported to the University in advance of the professional development leave, if practicable. Grants for such financial assistance from other sources may, but need not, be administered through the University. If financial assistance is received in the form of salary, the University salary shall normally be reduced by the amount necessary to bring the total salary of the professional development leave period to a level comparable to the employee's current year salary rate. Employment unrelated to the purpose of the professional development leave is governed by the provisions of the BOT-UFF Policy on Conflict of Interest/Outside Activity.

Procedures

1. Application and Selection.

(a) Application for professional development leave shall be submitted on the FIU Professional Development Leave Application Form found on the Academic Affairs website ~~(http://academic.fiu.edu/docs/budget_personnel_sabbatical.htm).~~ (http://academic.fiu.edu/faculty_resources.html). No professional development leave will be awarded without a completed application form. Each application shall contain an appropriate description of the project or work to be accomplished during the leave; an indication why the applicant believes the product or work to be undertaken will improve the productivity of the department or improve his/her professional contribution to the department/unit of which the applicant is a part; any anticipated supplementary income, and a statement that the applicant agrees to comply with the conditions of the professional development leave. Thereafter, the applicant's supervisor may submit a letter of endorsement supporting their request and noting expected benefits to the unit.

(b) The University shall select applicants on the basis of whether completion of the project or work would enhance the employee's contributions to the employee's department/academic unit. Completed application forms must be received by the Provost or designee by the announced deadline for consideration for the following academic year. The application deadline dates shall be in January/February prior to the academic year beginning in August.

(c) The Provost will appoint a committee that will evaluate and rank order the applications. No member of the committee shall also be an applicant for a professional development leave. The chairperson of the committee will be elected by a vote of a majority of at least a quorum of the members of the committee. The committee will develop its ranking based on the specific criteria that completion of the project would improve the productivity of the department of which the employee is a part. The committee, in ranking the applicants, shall also consider the benefits of the proposed program to the employee, the University and the profession; an equitable distribution of professional development leaves among colleges, divisions, schools, departments and disciplines within the University; the length of time since the employee was relieved of other assigned duties for the purpose of professional development; and the length of service since the previous professional development leave or initial appointment. The committee shall submit a ranked list of recommended employees to the Provost or designee. The Provost or designee shall make appointments from the list and shall notify the committee chairperson. In the event the Provost does not follow the committee's ranking, the committee chair may request to consult with the Provost or his designee prior to making the appointment.

(d) No more than one (1) employee in each department/unit need be granted leave at the same time.

2. Notification of employees. Eligible employees shall be notified annually by January 15 regarding eligibility requirements and application deadlines. Applicants shall be notified as to whether or not their proposed leaves have been granted no later than March 15.

Purpose of Sabbatical Leaves

Sabbaticals are granted to increase tenured faculty members' value to the University through enhanced opportunities for planned travel, research, writing, professional renewal, study, formal education or other experiences of professional value. Sabbaticals are not granted as a reward for service.

Policy:

1. Types of Sabbaticals:

(a) Competitive Sabbaticals. Each year, the University shall make available at least one (1) sabbatical, at full pay for one (1) semester and one (1) sabbatical at two-thirds pay for two semesters for each forty (40) tenured employees.

(b) Non-Competitive Sabbaticals. The University shall make available to each tenured employee whose application has been received and reviewed by the University, a sabbatical for two (2) semesters (i.e., one (1) academic year) at half-pay or its equivalent, subject to the conditions set forth in this Policy.

2. Eligibility for Sabbaticals

Full-time tenured employees with at least six (6) years of full-time, continuous service with FIU shall be eligible for competitive full-pay sabbatical leave, and non-competitive sabbaticals, and two-thirds pay sabbatical leave.. Full-time tenured employees with at least nine (9) years of full-time continuous service with FIU shall be eligible for two-thirds pay sabbatical leave. A tenured employee who is compensated through a contract or grant may receive a sabbatical leave only if the contract or grant allows a sabbatical and the employee meets all other eligibility requirements.

3. Terms of Sabbatical Program:

(a) No more than one (1) faculty in a department/unit need be awarded a sabbatical at the same time.

(b) The employee must return to the University for at least one academic year following participation in the program unless other arrangements are agreed to in writing and approved by the Provost prior to participation. If neither of these conditions is satisfied, the employee must return to the University any salary received from the University during his/her participation during the sabbatical.

(c) Within thirty (30) days after returning from a sabbatical, the employee must provide a brief written report to the Provost of the employee's accomplishments during the sabbatical. This report shall include information regarding the activities undertaken during the sabbatical, the results accomplished as they affect the employee and the University, and the research or other scholarly work produced or expected to be produced as a result of the sabbatical.

(d) Employees who have received a competitive full pay/one semester sabbatical shall not normally be eligible for another sabbatical until six (6) years of continuous service at FIU following the completion of the previous sabbatical. Employees who have received a two-thirds pay/two semester sabbatical shall not

~~normally be eligible for another sabbatical until nine (9) years of continuous service at FIU following the completion of the previous sabbatical.~~

~~(e) Employees who have received a non-competitive sabbatical shall be eligible for another sabbatical after six (6) years of continuous service at FIU following the completion of the previous sabbatical.~~

(e~~f~~) University contributions normally made to retirement and Social Security programs shall be continued during the sabbatical leave on a basis proportional to the salary received. University contributions normally made to employee insurance programs and any other employee benefit programs shall be continued during the sabbatical.

(f~~g~~) Eligible employees shall continue to accrue vacation and sick leave on a full-time basis during the sabbatical leave.

(g~~h~~) While on leave, an employee shall be permitted to receive funds for travel and living expenses, and other sabbatical-related expenses, from sources other than the University, such as fellowships, grants-in-aid, and contracts and grants, to assist in accomplishing the purposes of the sabbatical. Receipt of funds for such purposes shall not result in a reduction of the employee's University salary, but shall be reported to the employee's supervisor in advance, if practicable, of the sabbatical. If financial assistance in the form of salary is received during the sabbatical, the University salary shall normally be reduced by the amount necessary to bring the total salary of the sabbatical period to a level comparable to the employee's current year salary rate.

Employment unrelated to the purpose of the sabbatical leave is governed by the BOT-UFF Policy on Conflict of Interest/Outside Activity.

Procedures:

1. Applications

(a) Applications for sabbaticals must be submitted on the FIU Sabbatical Application Form found on the Academic Affairs website ~~(http://academic.fiu.edu/docs/budget_personnel_sabbatical.htm).~~ (http://academic.fiu.edu/faculty_resources.html) . No sabbatical will be awarded without a completed application form. Each application shall include a statement describing the program and activities to be followed while on sabbatical, the expected increase in value of the employee to the University and the employee's academic discipline, specific results anticipated from the leave, any anticipated supplementary income, and a statement that the applicant agrees to comply with the conditions of the sabbatical program as described in this Policy.

(b) Applications shall be submitted to the Office of the Provost with a copy filed with the appropriate dean/director who will in turn, provide evaluative comments and a recommendation to the Office of the Provost.

(c) Completed application forms must be received by the Office of the Provost by the announced deadline for consideration for the following academic year. The application deadline dates are generally in January/February prior to the academic year beginning in August.

2. Selection

(a) Sabbaticals at half-pay shall be granted unless the University has determined that the conditions set forth in this Policy have not been met or that departmental/staffing considerations preclude such sabbatical from being granted. In this latter instance, the employee shall be provided the sabbatical in the following year, or at a later time as agreed to by the employee and the University. The period of postponement shall be credited for eligibility for a subsequent sabbatical.

(b) If there are more applications for competitive sabbaticals than available competitive sabbaticals, a University Sabbatical Committee elected annually by and from the tenured ~~faculty~~ employees shall rank the applicants. The committee shall include at least one representative from each of the various colleges and schools. No member of the committee shall also be an applicant for a sabbatical. The chairperson of the University Sabbatical Committee shall be elected by members of the committee. The committee, in ranking the applicants, shall consider the benefits of the proposed program to the employee, the University and the profession; an equitable distribution of sabbaticals among colleges, divisions, schools, departments and disciplines within the University; the length of time since the employee was relieved of teaching duties for the purpose of research and other scholarly/creative/professional activities; and length of service since previous sabbatical or initial appointment. The Committee shall submit a ranked list of recommended employees to the Provost or representative. The Provost or designee shall make appointments from the list and shall notify the committee chairperson. In the event the Provost does not follow the committee's ranking, the committee chair may request to consult with the Provost or his designee prior to making the appointment.

(c) If there are fewer applications for competitive sabbaticals than available competitive sabbaticals, the University sabbatical committee shall make a recommendation to the Provost or representative how many sabbaticals should be awarded based on the quality of the applications.

(d) The Provost or designee will review the non-competitive sabbatical applications (half pay/two semesters) for compliance with the eligibility requirements set forth in this Policy.

3. Notification of Employees. Eligible employees shall be notified annually by January 15 regarding eligibility requirements and application deadlines for sabbatical leaves. Applicants shall be notified as to whether or not their proposed leaves have been granted no later than March 15. Applicants shall notify the Provost of their acceptance of their awards within two weeks of receiving notification.

Purpose of Other Study Leave and Retraining:

Other study leave and retraining may be provided when it is in the University's best interests to make such opportunities available.

Policy:

1. Job-required. An employee required to take academic course work or participate in professional development activities as part of assigned duties shall not be required to charge time spent attending classes during the workday to accrued leave.

2. Job-Related. An employee may, at the discretion of the supervisor, be permitted to attend up to six (6) credit hours of course work per semester or participate in an equivalent number of hours of professional development during the workday, provided that the course work or professional development is directly related to the employee's assigned responsibilities and the supervisor determines that attending classes or professional development activities will not interfere with the proper operation of the employee's department/academic unit. Employees may, in accordance with this Policy and the BOT-UFF Policy on Leaves, use accrued annual leave for job-related study.

3. Retraining. The University may, at its discretion, provide opportunities for retraining of employees. Such opportunities may be provided to employees who are laid off, to those who are reassigned, or in other appropriate circumstances. These retraining opportunities may include enrollment in tuition-free courses under the provisions of the BOT-UFF Policy on Benefits and/or Sabbaticals or Professional Development Leave.

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;
(iv) 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;
(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, the 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)(iii)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.~~ means the spouse, same-sex domestic partner, and the grandparents, parents, brothers, sisters, children, and grandchildren of the participant, participant's spouse or same-sex domestic partner or other dependents of the participant, participant's spouse or participant's same-sex domestic partner living in the 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 first day of classes of the Fall or Spring semester next following the effective date of retirement and the fulfillment of the six (6) month retirement validation period described in Paragraph 6(B~~b~~)(iii~~3~~), above.~~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.

(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.~~ annual same-sex domestic partnership health insurance stipends to eligible employees who have completed the documentation requirements as stated on the Declaration of Same-Sex Domestic Partnership Certification (http://hr.fiu.edu/uploads/file/forms/ben/ss_certification.pdf). The annual stipend amount will be the difference between the University's annual contribution for a fulltime employee for employee-only coverage at the cost level selected by the employee and the University's annual contribution for family coverage at the same cost level. The stipend amount will be adjusted whenever changes are made in the employee's coverage selection or in the amount of the University's contribution to the University health insurance to reflect such changes. The stipend will be paid to participating University employees on a quarterly basis. To be eligible, the non-employee domestic partner must be either not employed or not eligible for health benefits through his or her employer. The employee must be covered under the University's health insurance plan with individual coverage. Medical coverage must be in effect for the same-sex domestic partner and maintained during any period for which the same-sex domestic partner health insurance stipend is sought. The amount of the cash stipend will be taxable to the employee and subject to FICA and income tax withholding only, but will not count toward retirement, life insurance and other benefits.

BOT-UFF POLICY
NEUTRAL, INTERNAL RESOLUTION OF POLICY DISPUTES

Purpose:

To establish and maintain a process for resolving disputes concerning BOT-UFF Policies.

Policy:

1. Policy/Informal Resolution.

The parties agree that all problems should be resolved, whenever possible, before the filing of a complaint but within the time limits for filing complaints stated elsewhere in this Policy, and encourage open communications between

administrators and employees so that resort to the formal neutral, internal policy dispute resolution will not normally be necessary. The parties further encourage the informal resolution of complaints whenever possible. At each step in the neutral, internal policy dispute resolution process, participants are encouraged to pursue appropriate modes of conflict resolution. The purpose of this Policy is to promote a prompt and efficient procedure for the investigation and resolution of complaints. The procedures hereinafter set forth shall be the sole and exclusive method for resolving the complaints of employees as defined herein.

2. Resort to Other Procedures and Election of Remedy.

(a) The filing of a complaint constitutes a waiver of any rights to judicial review of agency action pursuant to Chapter 120, Florida Statutes, or to the review of such actions under University procedures that may otherwise be available to address such matters. For rights or benefits that are provided exclusively by a BOT-UFF Policy this neutral, internal dispute resolution procedure shall be the sole review mechanism. Only those acts or omissions and sections of the BOT-UFF Policies identified at the initial filing may be considered at subsequent steps.

(b) Except where an employee files a grievance alleging violations of the BOT-UFF Agreement in connection with the same act or omission pursuant to the Grievance and Arbitration provisions of the BOT-UFF Agreement, if prior to seeking resolution of a dispute by filing a complaint hereunder, or while the Policy Dispute Resolution process is in progress, an employee requests, in writing, the same remedy of the matter in any other forum, whether administrative (including the Public Employees Relations Commission) or judicial, the University shall have no obligation to entertain or proceed further with the complaint pursuant to this Policy. As an exception to this provision, a complainant may file an EEOC charge while a complaint is in progress when such filing becomes necessary to meet federal filing guidelines pursuant to 42 U.S.C. §2000e et. seq. Further, since the parties do not intend that this Neutral, Internal Resolution of Policy Disputes procedure be a device for appellate review, the President's response to a recommendation of a hearing officer or other individual or group having appropriate jurisdiction in any procedure other than the Neutral, Internal Resolution of Policy Disputes procedure shall not be an act or omission giving rise to a complaint under this Policy.

3. Definitions and Forms. As used in this Policy:

(a) Complaint. The term “complaint” shall mean a dispute concerning the interpretation or application of a specific term or provision of a BOT-UFF Policy appended to the BOT-UFF Agreement, subject to those exclusions appearing in the Policy. A complaint shall be filed on a Complaint Form, attached to this Policy.

(b) Complainant. The term “complainant” shall mean an employee or group of employees who has/have filed a complaint in a dispute over a provision of a BOT-UFF Policy that confers rights upon the employee(s). The UFF may file a complaint in a dispute over a provision of a BOT-UFF Policy that confers rights upon a group of employees or upon the UFF. The parties may agree to consolidate complaints of a similar nature to expedite the review process. In a consolidated complaint, one appropriate Form may be attached, bearing the signatures of the complainants.

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

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

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

5. Representation. The UFF shall have the exclusive right to represent any employee in a complaint filed hereunder, unless an employee elects self-representation or to be represented by legal counsel. If an employee elects not to be represented by the UFF, the University shall promptly inform the UFF in writing of the complaint. No resolution of any individually processed complaint shall be inconsistent with the terms of any applicable BOT-UFF Policy or the BOT-UFF Agreement, and for this purpose the UFF shall have the right to have an observer present at all meetings called for the purpose of discussing such complaint and shall be sent copies of all decisions at the same time as they are sent to the other parties.

6. Complaint Representatives. The UFF shall annually furnish to the University a list of all persons authorized to act as complaint representatives and shall update the list as needed. The UFF complaint representative shall have the responsibility to meet all classes, office hours, and other duties and responsibilities incidental to the assigned workload. Some of these activities are scheduled to be performed at particular times. Such representative shall have the right during times outside of those hours scheduled for these activities to investigate, consult, and prepare complaint presentations and attend complaint hearings and meetings. However, such investigations and consultations will not interfere with the normal operations of the University. Should any complaint hearings or meetings necessitate rescheduling of assigned duties, the

representative may, with the approval of the appropriate administrator, arrange for the fulfillment of such duties. Such approval shall not be unreasonably withheld.

7. Appearances.

(a) When an employee participates during scheduled hours in a neutral policy dispute resolution proceeding or in a meeting between the complainant, complainant's counsel or UFF representative and the University, that employee's compensation shall neither be reduced nor increased for time spent in those activities

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

Procedures:

A. Filing.

(1) A complaint shall be filed with the Provost or designee at Step 1 within thirty 30 days following the act or omission giving rise thereto, or the date on which the employee knew or reasonably should have known of such act or omission if that date is later. The complainant may amend the Step 1 Form one time prior to the Step 2 meeting. Only those acts or omissions and sections of BOT-UFF Policy identified at the Step 1 filing as amended in accordance with this paragraph may be considered at subsequent Steps.

(2) The filing of a complaint constitutes a waiver of any rights to judicial review of agency action pursuant to Chapter 120, Florida Statutes, or to the review of such actions under University procedures which may otherwise be available to address such matters.

(3) An employee may seek redress of a salary action alleged to be unsupported by performance or job related criteria by filing a complaint under the provisions of the Policy. An act or omission giving rise to such a complaint may be the employee's receipt of salary during any pay period, but in no case shall the Panel's award of back salary be retroactive to a date earlier than the date of that act or omission, or twelve months from the date the complaint is filed, whichever is less.

B. Time Limits. All time limits in this Policy may be extended by mutual agreement of the parties in writing. Mutual agreement may be evidenced by e-mail exchanges. If the University fails to provide a Step 2 decision within the time

limits provided in this Policy due to a University-caused delay, the University shall pay all costs of the Neutral, Internal Resolution of Policy Disputes by a Panel ("Step 3") should the UFF elect to take the complaint to neutral, internal policy dispute resolution by a Panel. Upon the failure of the complainant or the UFF, where appropriate, to file an appeal within the time limits provided in this article, the complaint shall be deemed to have been resolved at the prior step. The "end of the day" shall mean 5 PM. The date of receipt shall not be included in the count of days. Compliance with any time limit under this Policy shall be determined by the date-stamped receipt executed by the office receiving the complaint or the decision, or by the date of the mailing as indicated by the postmark.

C. Step 1.

All complaints shall be placed in Step 1 informal resolution status for thirty 30 days unless both the University and UFF agree otherwise. During the Step 1 informal resolution period, efforts to resolve the complaint informally shall be made. Upon request of the complainant or complainant's representative, the University representative shall, during the Step 1 informal resolution period, arrange an informal meeting between the appropriate administrator and the complainant. The complainant shall have the right to representation by the UFF or legal counsel during attempts at informal resolution of the complaint. Any party bringing legal counsel to the informal meeting shall provide at least five (5) days advance written notice to all other parties. If the complaint is not satisfactorily resolved during the Step 1 informal resolution period, the complainant may give written notice to the President or designee requesting Step 2 review within thirty (30) days from the expiration of the Step 1 period. If the complainant does not request a Step 2 review within thirty (30) days from the expiration of the Step 1 informal resolution period or any extension of that period, the complaint shall be deemed informally resolved ~~to the complainant's satisfaction and need~~ and shall not be processed further.

D. Step 2.

(1) Meeting. The President or designee and the complainant and/or the complainant's representative shall meet no sooner than ten (10) days and no later than thirty (30) days following receipt of the complainant's request for a Step 2 meeting. At the Step 2 meeting, the complainant shall have the right to present any evidence in support of the complaint, and the complainant and/or the complainant's representative or the complainant's legal counsel and the President or designee shall discuss the complaint. Any party bringing legal counsel to the Step 2 meeting shall provide at least five (5) days advance written notice to all other parties.

(a) Decision. The President or designee shall issue a written decision, stating the reasons therefore, to complainant's Step 2

representative within fifteen (15) days following conclusion of the Step 2 meeting. A copy of the decision shall be sent to the complainant, to the complainant's representative and to UFF if complainant elected self-representation or representation by legal counsel.

(b) Documents. The President or designee shall make available to the complainant or the complainant's representative all documentation referenced in the Step 2 decision prior to its issuance. All documents referred to in the Step 2 decision and any additional documents presented by the complainant shall be attached to the decision, together with a list of these documents. In advance of the Step 2 meeting, the complainant shall have the right, upon written request, to a copy of any identifiable documents relevant to the complaint.

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

(1) Filing.

(a) If the complaint has not been satisfactorily resolved at Step 2, UFF may, upon the request of the complainant, proceed to Neutral, Internal Resolution of Policy Disputes by a Panel by filing a written notice of the intent to do so. Notice of intent to proceed to Neutral, Internal Resolution of Policy Disputes by a Panel must be filed with the President or designee within forty-five (45) days after receipt of the Step 2 decision by the complainant's Step 2 representative and shall be signed by the complainant and UFF President or designee. The complaint may be withdrawn by the complainant or by the UFF President or designee at any point prior to issuance of the Panel's decision.

(b) Issues of Applicability. The parties shall stipulate to the issue(s) prior to the hearing before the Panel. If the parties are unable to stipulate to the issue(s) prior to such hearing, the parties shall proceed to a hearing on applicability of this procedure based on either procedural or substantive concerns ("applicability"). Issues of applicability shall be bifurcated from the substantive issues and, whenever possible, determined by means of a hearing conducted by conference call. The Panel shall have ten (10) days from the hearing to render a decision on applicability. If the process is judged to be applicable to the complaint, the Panel shall then proceed to hear the substantive issue(s) in accordance with the provisions of this Policy.

(2) Creation of Pools for Selecting Panel Members.

(a) Representatives of the University and the UFF shall meet within ninety (90) days after the execution of the BOT-UFF Agreement for the purpose of creating two pools.

(b) One pool shall consist of University employees, defined as any University employee, whether in a bargaining unit or not ("Employee Pool"). The Employee Pool shall consist of ten (10) members, five of whom shall be appointed by the President or designee and the remaining five shall be appointed by the UFF President.

(c) A second pool shall consist of FIU internal community members, defined as former employees or alumni ("Neutral Pool"). The Neutral Pool shall consist of six (6) members appointed by mutual agreement of the President or designee and the UFF President. If the University and the UFF are unable to reach mutual agreement on six (6) Neutral Pool members, selection shall be made from striking names from lists of six (6) names each submitted by the University and the UFF until six (6) panel members are selected. The order of striking shall be determined by the flip of a coin.

(d) The University and the UFF are encouraged to seek eligible Neutral Pool members who are educators at other educational institutions, fully retired FIU faculty or administrators, or professional mediators or arbitrators. Any member of the Neutral Pool who is not a professional labor arbitrator shall complete training to qualify as a professional labor arbitrator prior to being selected to serve in a dispute resolution. The costs of such training will be shared equally by the University and the UFF. No person involved in any business, employment or other relationship with the University that could reasonably be presumed to create a conflict of interest with that person's obligations as a neutral arbiter of disputes involving the University shall be eligible for inclusion in the Neutral Pool.

(e) Members of the pools shall be able to serve on short notice and willing to serve for at least one calendar year. In addition, the University and the UFF shall jointly provide all pool members with orientation and training in BOT-UFF Policies including this Neutral, Internal Resolution of Policy Disputes procedure. The costs of such training will be shared equally by the University and the UFF.

(f) If at any time the number of members of the Neutral Pool drops below six (6), the University and the UFF shall meet to select one or more additional Neutral Pool members through the process outlined above. A new panel may be selected annually, at the initiation of the University or the UFF, on written notice no later than November 30th.

(g) If at any time the number of members of the Employee Pool drops below ten (10), the departing member's vacancy shall be filled by the President (or designee) or the UFF President, as appropriate.

(3) Selection of a Panel.

(a) Within fourteen (14) days after receipt of a notice of intent to proceed to neutral, internal policy dispute resolution, representatives of the University and the UFF shall meet for the purpose of selecting a Panel.

(b) The President or designee shall appoint one member of the Employee Pool to serve on the Panel.

(c) The UFF President shall appoint one member of the Employee Pool to serve on the Panel.

(d) The appointees to the Panel pursuant to (b) and (c) above, shall select the third member of the Panel, who shall be selected from the Neutral Pool. Selection from among Neutral Pool members shall be by mutual agreement or by alternately striking names from the eligible members of the Neutral Pool list. Each side shall have two strikes. The right of the first choice to strike from the list shall be determined by the flip of a coin. Unless the parties mutually agree to one of the remaining two panelists, a flip of the coin will determine which of the remaining two Neutral Pool members shall hear the complaint. The parties may mutually select as the third panel member an individual who is not a member of the Neutral Pool.

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

(f) The hearing by the Panel shall be held within sixty (60) days following the selection of the Panel.

(4) Authority of the Panel.

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

(b) Where an administrator has made a judgment involving the exercise of discretion, such as decisions regarding promotion under the BOT-UFF Promotion Policy, the Panel shall not substitute its judgment for that of the administrator. Nor shall the Panel review such decision except for the purpose of determining whether the decision has violated BOT-UFF Policy.

(c) The Panel shall not have the power to award promotion or tenure.

(d) If the Panel determines that a BOT-UFF Policy has been violated, the Panel shall direct the University to take appropriate action. The Panel may award back salary where the Panel determines that the employee is not receiving the appropriate salary from the University, but the Panel may not award other monetary damages or penalties. If notice that further employment will not be offered is not given on time, the Panel may direct the University to renew the appointment only upon a finding that no other remedy is adequate, and that the notice was given so late that (a) the employee was deprived of reasonable opportunity to seek other employment, or (b) the employee actually rejected an offer of comparable employment which the employee otherwise would have accepted.

(e) A Panel's decision awarding employment beyond the sixth year shall not entitle the employee to tenure. In such cases the employee shall serve during the seventh year without further right to notice that the employee will not be offered employment thereafter. If an employee is reappointed at the direction of a Panel, the President or designee may reassign the employee during such reappointment.

(5) Conduct of Hearing.

The Panel shall hold the hearing in Miami-Dade County, unless otherwise agreed by the parties. The hearing shall commence within twenty-five (25) days of the all Panel members' acceptance of selection, or as soon thereafter as is practicable, and the Panel shall issue the decision within thirty (30) days of the close of the hearing or the submission of briefs, whichever is later, unless additional time is agreed to by the parties. The decision shall be in writing and shall set forth findings of fact, reasoning, and conclusions on the issues submitted. Except as expressly specified in this Policy, the provisions of the Florida Arbitration Code, Chapter 682, Florida Statutes, shall not apply. Except as modified by the provisions of this Policy, Neutral, Internal Resolution of Policy Disputes by a Panel proceedings shall be conducted in accordance with the Labor Arbitration Rules and Procedures of the American Arbitration Association.

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

(7) Venue. For purposes of venue in any judicial review of a Panel's decision issued under this Policy, the parties agree that such an appeal shall be filed in the courts in Miami-Dade County, Florida, unless both parties specifically agree otherwise in a particular instance. In an action commenced in Miami-Dade County, neither the University nor the UFF will move for a change of venue based upon the defendant's residence in-fact if other than Miami-Dade County.

(8) Fees and Expenses. All fees and expenses of the Neutral, Internal Resolution of Policy Disputes by a Panel shall be divided equally between the parties, unless mutually agreed otherwise. Each party shall bear the cost of preparing and presenting its own case. The party desiring a transcript of the Panel hearing shall provide written notice to the other party of its intention to have a transcript of the Panel hearing made at least one week prior to the date of the hearing. The party desiring such transcript shall be responsible for scheduling a stenotype reporter to record the proceedings. The parties shall share equally the appearance fee of the stenotype reporter and the cost of obtaining an original transcript and one copy for the party originally requesting a transcript of the proceedings. The requesting party shall, at its expense, photocopy the transcript received from the reporter and deliver the photocopy to the other party within five days after receiving the copy of the transcript from the reporter.

(9) Retroactivity. A Panel's award may or may not be retroactive as the equities of each case may demand, but in no case shall an award be retroactive to a date earlier than thirty (30) days prior to the date the complaint was initially filed in accordance with this Policy.

8. Filings and Notification. With the exception of Step 2 decisions, all documents required or permitted to be issued or filed pursuant to this Policy may be transmitted by fax, United States mail, or any other recognized delivery service (note: e-mail is not an acceptable form of delivery). Step 2 decisions shall be transmitted to the complainant’s representative(s) by personal delivery with written documentation of receipt or by certified mail, return receipt requested.

9. Precedent. No complaint informally resolved, or complaint resolved at either Step 1 or 2, shall constitute a precedent for any purpose unless agreed to in writing by the University or representative and the UFF acting through its President or designee.

10. Processing.

(a) The filing or pendency of any complaint or request for Neutral, Internal Resolution of Policy Disputes by a Panel under this Policy shall not operate to impede, preclude, or delay the University from taking the action complained of. Reasonable efforts, including the shortening of time limits when practical, shall be made to conclude the processing of a complaint prior to the expiration of the complainant’s employment, whether by termination or failure to

reappoint. An employee with a pending complaint will not continue to be compensated beyond the last date of employment.

(b) Nothing shall authorize the University or its representative to refuse consideration of a complaint on the assertion that it was not timely filed or processed in accordance with this Policy.

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

12. Records. All written materials pertinent to a complaint shall be filed separately from the evaluation file of the complainant or witnesses, except (a) at the request of the complainant or witness that specific materials be included in his or her own evaluation file, or (b) where the terms of the decision or a settlement direct that a copy of the decision or settlement agreement be placed in the evaluation file of a complainant or witness. All decisions or settlement agreements resulting from complaints processed pursuant to this Policy shall specify whether or not a copy of the decision or settlement agreement is to be placed in the evaluation file(s) of any complainant or witness.

13. Expedited Dispute Resolution Procedure for Conflict of Interest/Outside Activity.

(a) The period for informal resolution of a dispute alleging a violation of the provisions of the BOT-UFF Policy on Conflict of Interest and Outside Activity shall be five (5) days from the date the complaint is filed. Such a dispute shall be heard at Step 2 by the President or designee no more than seven (7) days after a request for a Step 2 review has been filed. The President or designee shall issue a Step 2 decision no more than three (3) days after the Step 2 meeting.

(b) A request for resolution by a Neutral Panelist shall be filed within fourteen (14) days after receipt of the Step 2 decision. A Neutral Panelist shall be selected by the parties from the Neutral Pool, or by mutual agreement from outside the neutral pool, no more than fourteen (14) days after a request for a resolution by a Neutral Panelist is received. Selection shall be by mutual agreement or by striking names from the Neutral Pool. Each side shall have two strikes. Unless the parties mutually agree to one of the remaining two panelists, a flip of the coin will determine which of the two panelists shall hear the complaint. The order of striking shall be determined by the flip of a coin. The Neutral Panelist shall issue a memorandum of decision within seven (7) days following the conclusion of the Neutral Panelist hearing, to be followed by a written opinion and award in accordance with the provisions of this Policy.

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

14. Expedited Dispute Resolution Procedure for Complaint over Assignment.

An employee who complains that his or her assignment has been imposed arbitrarily or unreasonably shall be entitled to Expedited Assignment Dispute Resolution ("ADR") as set forth below. If the employee's assignment begins prior to final resolution of the dispute, the employee shall perform the assignment pending final resolution under this procedure.

(a) If an employee believes that the assignment has been imposed arbitrarily or unreasonably, the employee or employee's representative shall, within thirty (30) days after receipt of the assignment, file Part 1 of the ADR Form (attached hereto as ADR Form 1) with the individual responsible for making the assignment. The filing of the ADR Form shall be accompanied by a brief and concise statement of the employee's arguments, and any relevant documentation supporting the employee's position. This documentation shall be placed in a file entitled "Employee's Assignment Dispute Resolution File," which shall be kept separate from the employee's personnel evaluation file. Additional documentation shall not be considered in the ADR process except by agreement of the President's representative unless it is documentation that the employee requested from the University prior to the conference held pursuant to (b) below, but did not receive before such conference.

(b) Within four (4) days of receipt of the ADR Form, the individual responsible for making the assignment shall meet with the employee and employee's representative and discuss the dispute. Within twenty-four (24) hours after this conference, such individual shall complete Part 1 of the ADR Form and deliver it to the employee or representative.

(c) If the employee continues to be aggrieved following the initial conference, the employee or representative shall file the ADR Form, with Part 1 completed, with the Dean or other appropriate administrator no later than four (4) days after the initial conference.

(d) The employee or employee's representative shall schedule a meeting with the Dean or other appropriate administrator to be held no later than four (4) days after filing the ADR Form with the Dean or other appropriate administrator. At this meeting, the employee, the UFF representative, and the Dean or appropriate administrator shall discuss the dispute and attempt to resolve it. Within twenty-four (24) hours after the conclusion of this meeting, the Dean or appropriate administrator shall complete Part 2 of the ADR Form and deliver it to the employee or employee's representative.

(e) If consultation with the Dean or appropriate administrator does not resolve the matter, the employee or employee's representative may file, within four (4) days of that meeting, Part 3 of the ADR Form (with supporting documentation) with the President's representative, indicating an intention to submit the dispute to a Neutral Panelist.

(f) Within seven (7) days of receipt of the completed ADR Form and other documentation, the President's representative may place a written explanation, brief statement of the University's position, a list of expected witnesses, and other relevant documentation in the employee's ADR File. As soon as practicable thereafter, a copy of all documents placed in the employee's ADR File shall be presented to the employee or employee's representative, who shall place a list of the employee's expected witnesses into the file.

(g) At the time that the completed ADR Form is submitted to the President's representative, the employee or employee's representative shall schedule a meeting with the President's representative for the purpose of selecting a Neutral Panelist from among the members of the Neutral Pool or by mutual agreement from outside the neutral pool. Selection of the Neutral Panelist shall be by mutual agreement or by striking names from the Neutral Pool. The order of striking shall be determined by the flip of a coin. Each side shall have two strikes. Unless the parties mutually agree to one of the remaining two panelists, a flip of the coin will determine which of the two panelists shall hear the complaint. This meeting shall be scheduled for no later than seven (7) days after filing of the completed ADR Form.

(h) The President's representative shall contact the selected Neutral Panelist no later than three (3) days following the selection. Should the Neutral Panelist selected be unable to serve, the President's representative shall contact the UFF representative as soon as practicable and schedule another selection meeting.

(i) Upon the agreement of the Neutral Panelist to serve, the President's representative shall provide the Neutral Panelist with the employee's ADR File.

(j) The ADR hearing shall be scheduled as soon as practicable after the Neutral Panelist has received the employee's ADR File. The President's representative shall notify the UFF representative of the time and place of the ADR hearing no later than forty-eight (48) hours prior to it being convened.

(k) The ADR hearing shall be conducted as follows:

(1) The employee, or employee's representative, and a representative of the President shall be the sole representatives of the parties. Each representative may present documentary evidence from the employee's

ADR File, interrogate witnesses, offer arguments, cross-examine witnesses, and have present at the meeting one individual to assist in the presentation of the representative's case.

(2) The Neutral Panelist will conduct and have total authority at the ADR hearing. The Neutral Panelist may conduct the ADR hearing in whatever fashion consistent with this Policy that will aid in arriving at a just decision.

(3) The Neutral Panelist shall submit to all parties on Part 4 of the ADR Form within forty-eight (48) hours after the close of the ADR hearing a written, binding decision as to whether the assignment was imposed arbitrarily or unreasonably. The decision shall include the reasons for the Neutral Panelist's determination.

(4) If the Neutral Panelist decides that the employee's assignment was imposed arbitrarily or unreasonably, the Neutral Panelist may also order the appropriate remedy, which shall be binding on the University.

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

Attachment 1

Florida International University/United Faculty of Florida

Neutral, Internal Resolution of Policy Disputes

Complaint Form

Date Received by Provost or Designee: _____

COMPLAINANT	**STEP 1 COMPLAINANT REPRESENTATIVE**
NAME:	NAME:
SCHOOL/COLLEGE:	MAILING ADDRESS:
DEPT:	
OFFICE PHONE:	OFFICE PHONE:

COMPLAINANT BOT-UFF Policy(ies) and section(s) of Policy(ies) allegedly violated:

Statement of Complaint (must include date of acts or omissions complained of):

Remedy Sought:

(See page 2 for additional requirements)

AUTHORIZATION

I will be represented in this complaint by: (check one - representative must sign on appropriate line. If complainant is represented by the UFF or legal counsel, all University communications should go to the complainant's representative.):

_____ UFF _____

_____ Legal Counsel _____

_____ Myself _____

I UNDERSTAND AND AGREE THAT BY FILING THIS COMPLAINT, I WAIVE WHATEVER RIGHTS I MAY HAVE UNDER CHAPTER 120 OF THE FLORIDA STATUTES WITH REGARD TO THE MATTERS I HAVE RAISED HEREIN AND UNDER ALL OTHER UNIVERSITY PROCEDURES WHICH MAY BE AVAILABLE TO ADDRESS THESE MATTERS.

This complaint was filed with the Provost's or Designee's Office on _____ by (check one) mail (certified or registered, restricted delivery, return receipt requested) _____; personal delivery _____; other (specify) ____ _____.

_____
Signature of Complainant

(Complainant must sign prior to Step 2 Meeting if complaint is to be processed.)

Attachment 2

Florida International University/United Faculty of Florida

Neutral, Internal Resolution of Policy Disputes

Request for Step 2 Review

Date Received by President or Designee: _____

COMPLAINANT	**STEP 2 COMPLAINT REPRESENTATIVE**
NAME:	NAME:
SCHOOL/COLLEGE:	MAILING ADDRESS:
DEPT:	
OFFICE PHONE:	OFFICE PHONE:

Complainant hereby requests that the President or designee review the complaint as set forth on the attached Step 1 Complaint Form and issue a decision providing the remedy sought.

Complainant filed this request for review with the President's or designee's Office on _____, by (check one): mail (certified or registered, restricted delivery, return receipt requested) _____; personal delivery _____; other (specify) _____.

_____
Signature of Complainant:

I am represented in this complaint by (check one - representative should sign on appropriate line. If complainant is represented by the UFF or legal counsel, all University communications should go to the complainant's representative):

_____ UFF _____

_____ Legal Counsel _____

_____ Myself _____

(See page 2 for additional requirements.)

A copy of the Complaint Form initially filed with the Provost or designee must be attached to this Request for Step 2 Review at the time of its filing with the President or designee.

The Step 2 Decision shall be transmitted to Complainant's Step 2 Representative by personal delivery with written documentation of receipt or by certified mail, return receipt requested. Copies of this decision shall be sent to Complainant, to the Provost or designee, and to the President, UFF-FIU, if Complainant elected self-representation or representation by legal counsel.

Attachment 3

Florida International University/United Faculty of Florida

Neutral, Internal Resolution of Policy Disputes

Notice of Intent to Proceed to Neutral, Internal Resolution of Policy Disputes by a Panel

Date of receipt by President or Designee: _____

The United Faculty of Florida hereby gives notice of its intent to proceed to Neutral, Internal Resolution of Policy Disputes by a Panel in connection with the decision of the President dated _____ and received by the UFF on _____ in this complaint of:

NAME: _____

The following statement of issue(s) before the Panel is proposed:

This notice was filed with the President's or designee's Office on _____ by (check one) mail (certified or registered, restricted delivery, return receipt requested) _____; personal delivery _____; other (specify) ____ _____.

_____
Signature of UFF President or designee

I hereby authorize UFF to proceed to Neutral, Internal Resolution of Policy Disputes by a Panel with my complaint. I also authorize UFF and the University to use, during the arbitration proceedings, copies of any materials in my evaluation file pertinent to this complaint and to furnish copies of the same to the arbitrator.

_____
Signature of Complainant

Attachment 4

Florida International University/United Faculty of Florida

Neutral, Internal Resolution of Policy Disputes

Assignment Dispute Resolution Form

PART 1: STATEMENT OF DISPUTE

_____	_____
Employee's Name	Department
_____	_____
Employee's Address	Person Making Assignment
_____	_____
Date Assignment Made	Beginning Date of Assignment

I believe the assignment was arbitrarily or unreasonably imposed because:

_____	_____
Employee's Signature	UFF Representative's Signature
_____	_____
Date Filed	Date of Meeting

_____The assignment was not arbitrarily or unreasonably imposed.

_____The disputed assignment has been resolved in the following manner:

_____

_____

_____

Person making the assignment:	Date of Decision:
_____	_____

THIS FORM MUST BE ACCOMPANIED BY ALL DOCUMENTATION WHICH THE EMPLOYEE WANTS TO HAVE REVIEWED, EXCEPT FOR DOCUMENTATION THE EMPLOYEE HAS REQUESTED BUT NOT RECEIVED (SEE BOT-UFF POLICY ON NEUTRAL, INTERNAL RESOLUTION OF POLICY DISPUTES, SECTION 16(a)).

I UNDERSTAND AND AGREE THAT BY FILING THIS COMPLAINT, I WAIVE WHATEVER RIGHTS I MAY HAVE UNDER CHAPTER 120 OF THE FLORIDA STATUTES WITH REGARD TO THE MATTERS I HAVE RAISED HEREIN AND UNDER ALL OTHER UNIVERSITY PROCEDURES WHICH MAY BE AVAILABLE TO ADDRESS THESE MATTERS.

PART 2: DECISION OF DEAN OR APPROPRIATE ADMINISTRATOR

Date Filed with Dean/Administrator: _____

Date of Conference: _____

_____The assignment was not arbitrarily or unreasonably imposed.

_____The disputed assignment has been resolved in the following manner:

_____

_____

_____

Dean or appropriate administrator _____

Date of Decision _____

PART 3: UFF NOTICE OF INTENT TO REFER DISPUTE TO NEUTRAL PANELIST

The decision of the Dean or other appropriate administrator is not satisfactory and the UFF hereby gives notice of its intent to refer the dispute to a Neutral Panelist.

_____
Employee's Name

_____
Date of Receipt by
President's Representative

_____
UFF Representative

_____
Receipt Acknowledged by
President's Representative

PART 4: NEUTRAL PANELIST'S DECISION

The disputed assignment was _____/was not _____ arbitrarily or unreasonably imposed.

Reasons for the determination that the assignment was arbitrarily or unreasonably imposed are:

Remedy:

_____
Neutral Panelist's Name

_____
Employee's Name

_____
Neutral Panelist's Signature

_____
Date Decision Issued

Attachment 5

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, or 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.

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

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 an undergraduate class or B in a graduate class 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

Attachment 6

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 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 the individual enrolled receives a grade lower than C in an undergraduate course or B in a 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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THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES
Personnel Committee

June 7, 2011

Subject: Ratification of the 2011-2014 Collective Bargaining Agreement between The Florida International University Board of Trustees and The Dade County Police Benevolent Association Law Enforcement Bargaining Unit*

Proposed Committee Action:

Recommend to The Florida International University Board of Trustees (the BOT) ratification of the 2011-2014 Collective Bargaining Agreement (CBA) between the BOT and The Dade County Police Benevolent Association Law Enforcement Bargaining Unit (PBA Rank and File)*

Background Information:

The 2007-2010 PBA Rank and File CBA expired on June 30, 2010. Following negotiations, the parties have reached an agreement. The Union agreed to have the new agreement start with the beginning of the upcoming fiscal year even though the old agreement expired on June 30, 2010. The parties operated in status quo under the old agreement during 2010-2011. The new agreement provides for wage increases and merit bonuses which are described in the accompanying term sheet.

Additionally, there are substantial changes to the policies which are attached to the CBA. These changes provide for greater flexibility when updating University-wide policies and result in efficiency enhancements through obviating the need to maintain duplicate policies for the Union and non-Union employees. See term sheet for more details.

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: 2011-2014 BOT-PBA Rank and File Agreement

2011-2014 Collective Bargaining Agreement and Policies between The Florida International University Board of Trustees and The Dade County Police Benevolent Association Law Enforcement Bargaining Unit (PBA Rank and File)*

Facilitator/Presenter: Kenneth A. Jessell

**Pending final ratification from the PBA – Rank and File*

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PBA (RANK AND FILE) TERM SHEET

Term: 2011-2014

Wages: Fiscal year 2011 to 2012

2.5% across-the-board wage increase or $2,000, whichever is greater, effective July 1, 2010. This will be added to the salary base and will be paid in a lump sum retroactively on the first pay period following July 1, 2011.

1% of the total salaries of all collective bargaining unit members will be pooled as a merit bonus and will distributed in accordance with the University Operational Excellence Award Policy (OEA Policy). The merit bonus will be paid on the first pay period in December 2011. This will not be added to the salary base.

Fiscal year 2012-2013

2% across-the-board wage increase which will be added to the salary base. This will be paid on the first pay period following July 1, 2012.

1% merit bonus which will be distributed in accordance with the OEA Policy. The merit bonus will be paid on the first pay period in December 2012. This will not be added to the salary base.

Fiscal year 2013-2014

1% across-the-board wage increase which will be added to the salary base. This will be paid on the first pay period following July 1, 2013.

1% merit bonus which will be distributed in accordance with the OEA Policy. The merit bonus will be paid on the first pay period in December 2013. This will not be added to the salary base.

The wages increases and merit bonuses amounts are the same as that given to the United Faculty of Florida (UFF). The only difference is that UFF received the 2.5% or $2,000, whichever is greater, in September 2010. The UFF September 2010 wage increase was retroactive to July 1, 2010.

Policies:

Previously, any University policy was negotiated and attached to the CBA. During this bargaining process, the Union agreed to retain policies that were specific to law enforcement or were traditionally included in a collective bargaining agreement (e.g., Permanent Status for Certified Law Enforcement Personnel, Seniority, Jury Duty, Court Appearance) as well as the Disciplinary Action Policy. The Union agreed to abide by any University-wide policy even though a specific policy was not attached to the collective bargaining agreement. This change makes it easier to update University-wide policies. Further, this change produces administrative efficiencies in not having to maintain the same or similar policies for the Union and the non-Union employees.

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COLLECTIVE BARGAINING AGREEMENT

between

THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES

and the

DADE COUNTY POLICE BENEVOLENT ASSOCIATION
LAW ENFORCEMENT BARGAINING UNIT

~~2007-2010~~

2011-2014

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PREAMBLE

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

Further, this Agreement defines the Employer’s obligations to the Union and members of the bargaining unit, thus avoiding disputes due to misunderstandings, as well as by providing a procedure for the resolution of any claims that the Agreement has been violated.

Finally, both parties recognize that the above language is a statement of intent and, therefore, not subject to the grievance procedure as outlined in Article 3.

ARTICLE 1
RECOGNITION

1.1 University recognizes the PBA as the exclusive collective bargaining representative of the bargaining unit certified by the Public Employees Relations Commission in Case No. EL-2003-025 (RC-2002-081) to include all sworn full time law enforcement officers including Sergeants and ranks below Sergeants employed in the Public Safety Department (hereinafter referred to as Department).

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

ARTICLE 2
EMPLOYEE REPRESENTATION AND PBA ACTIVITIES

2.1 Designation and Selection of Representatives

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

B. A total of three (3) employees may be designated to serve as Employee Representatives; however, University will only be required to deal with one designated PBA representative, unless mutually agreed to otherwise.

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

2.3 Consultation.

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

B. If a consultation meeting, as described in 2.3(A) is held or requires reasonable travel time during the working hours of any employee participant, such participant shall be excused for that purpose. Attendance at a consultation meeting scheduled outside of regular working hours shall not be deemed time worked.

2.4 Employee Information and Rules Provided.

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

2.5 Negotiations.

A. Parties and Location.

(1) The PBA agrees that all collective bargaining is to be conducted with University representatives designated for that purpose by the President. There shall be no negotiations by the PBA at any other level.

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

B. Negotiation Committee. The PBA may designate in writing no more than three (3) employees to serve on its Negotiation Committee and not more than two (2) employees to serve as alternates for Committee members who are unable to attend a negotiation session.

2.6 Bulletin Boards

The University shall provide bulletin boards at the Police Stations at both the ~~university~~University Park Campus and the Biscayne Bay Campus for the sole use of the PBA to post materials of interest to bargaining unit members. The Bulletin boards shall be placed in an accessible location to bargaining unit employees within the respective police stations and shall be no smaller than two feet by three feet. All materials placed on the designated bulletin boards shall bear the date of posting. Material posted on the bulletin board shall be limited to documents informing the employees of the collective bargaining process or contract administration, union business, or general law enforcement topics. Derogatory material or political election material is not permitted.

ARTICLE 3
GRIEVANCE AND ARBITRATION PROCEDURE

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

3.2 For the purpose of this Agreement, a "grievance" is defined as a dispute, claim or complaint that any employee or the Union may have as to the interpretation, application, and/or alleged violation of provision(s) of this Agreement which is subject to the Grievance Procedure.

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

~~3.3~~ Every effort will be made by the parties to settle all grievances as soon as possible. The time limits set forth shall be strictly complied with and can only be extended by mutual agreement of the parties in writing. Mutual agreements may be evidenced by email exchanges. Any grievance shall be considered settled at the last level considered if the grievant fails to timely process the grievance to the next level. The term "days" shall mean business days. The date of receipt shall not be included in the count of days. Compliance with any time limit under this Article shall be determined by the date-stamped receipt executed by the office receiving the grievance or the person receiving the decision.

3.4 The commencement of legal proceedings against University in a court of law or equity, or before the Public Employee Relations Commission, for misapplication or misinterpretation of the terms of this Agreement, shall be deemed an election of remedy and shall be a waiver by the party commencing the proceeding of its/their right to resort to the Grievance and Arbitration Procedure contained in this Article and any grievance that has already been filed over the same subject will be dismissed. The filing of a grievance constitutes a waiver of any rights to judicial review of agency action pursuant

to Chapter 120, Florida Statutes, or to the review of such actions under other University procedures available to address such matters. The commencement of proceedings pursuant to Section 120.57, Florida Statutes, for misapplication or misinterpretation of the terms of this Agreement, shall be deemed an election of remedy and shall be a waiver by the party commencing the proceeding of its/their right to resort to the Grievance and Arbitration Procedure contained in this Article and any grievance that has already been filed over the same subject will be dismissed. Except as otherwise specifically provided, the Grievance and Arbitration Procedure is the sole remedy for any alleged violations of this Agreement.

3.5 In the event that the grievance involves an act or omission which could be handled by either this Article or the Neutral, Internal Resolution of Policy Disputes, the filing of a grievance under this Article constitutes a waiver of the filing of a complaint under the Neutral, Internal Resolution of Policy Disputes.

3.6. Grievances shall be processed in accordance with the following procedures:

A. STEP 1: The grievant shall present in writing his/her grievance to the appropriate supervisor within seven (7) calendar days of the occurrence of the action giving rise to the grievance., or the date on which the employee knew or reasonably should have known of such act or omission if that date is later. The Step 1 form (attached) must be submitted in writing and shall be signed by the grievant(s). Discussions will be informal for the purpose of settling differences in the simplest and most effective manner. The supervisor shall communicate a decision in writing to the grievant within five (5) calendarten (10) days from the date the grievance was presented to him/her. Failure of the supervisor to timely respond shall be considered a denial of the grievance and shall entitle the grievant to appeal to Step 2.

B. STEP 2:

(1) Filing. If the grievance ishas not settledbeen satisfactorily resolved at the first stepStep 1 or the supervisor has failed to respond within the Step 1 deadlines, the grievant, within seven (7) calendar days or the PBA may (upon request of the answer in Step 1, or if no answer was received under Step 1, within ten (10) calendar days of the date the answer was due, may appeal in writing to grievant) proceed to Step 2 by filing a fully executed Step 2 form which is attached. The Step 2 form must be filed with the

Vice President ~~for~~of Human Resources or designee within seven (7) days after receipt of the Step 1 decision by the grievant and/or grievant's representative or when the answer was due in the Step 1 process.

(2) Meeting. The Vice President for Human Resources or designee shall investigate the alleged grievance and shall, within ~~seven (7) calendar~~fifteen (15) days~~,~~ or other mutually agreeable date of receipt of the written grievance, conduct a meeting between the ~~Assistant~~ Vice President for Human Resources or designee, other University representatives as necessary, the grievant and/or the grievant's Union representative. At the Step 2 meeting, the grievant shall have the right to present any evidence in support of the grievance. The parties present at the Step 2 meeting shall discuss the grievance. Any party bringing legal counsel to the Step 2 meeting shall provide at least five (5) days' advance written notice to all other parties.

(a) Documents. In advance of the Step 2 meeting, the grievant shall have the right, upon written request to the Vice President of Human Resources or designee, to a copy of any identifiable documents relevant to the complaint.

(b) Decision. The Vice President for Human Resources or designee shall notify the ~~aggrieved employee~~grievant of a decision in writing no later than ~~ten (10) calendar~~seven (7) days following the ~~receipt of the written grievance at Step 2.~~meeting. A copy of the decision shall be sent to the grievant, the grievant's representative and the PBA (if grievant elected self-representation or representation by legal counsel). Failure of the Vice President for Human Resources or designee to timely respond shall be considered a denial of the grievance and shall entitle the grievant to appeal to Step 3. If the University fails to provide a Step 2 decision within the time limits provided in this Article due to a University-caused delay, the University shall pay all costs of the Step 3 process should the PBA elect to take the grievance to that step.

C. STEP ~~2- Content. All grievances at Step 2 must be in writing and must contain the following information:~~

~~(1) Article(s) and Section(s) of the Agreement alleged to have been violated;~~

~~(2) A full statement of the grievance, giving facts, dates and times of events, and specific violations with the remedy or adjustment desired;~~

~~(3) Signature of aggrieved employee for an individual grievance, or the Union President/designee in the case of a class action grievance; and,~~

~~(4) Date signed;~~

~~University shall notify the Grievant of any information missing and Grievant shall have the right to provide the missing information within five (5) calendar days. D. STEP~~ 3: If a grievance has not been satisfactorily resolved ~~within the grievance procedures, the grievant may, within seven (7) calendar days after the response is received at Step 2 of the Grievance Procedure, file a written Notice of Intent to Arbitrate. Notice of Intent to Arbitrate~~at Step 2 if or the Vice President of Human Resources or designee has failed to respond within the Step 2 deadlines, the grievant or the PBA may (upon the request of the grievant) proceed to Step 3 by filing a fully executed Step 3 form which is attached. The Step 3 form must be filed with the Vice President ~~or his/her~~of Human Resources or designee within ~~the time period mentioned above.~~

~~An arbitrator will be selected in accordance with Section 3.6 of this Article. A copy of the written request will be provided to the Assistant Vice President for Human Resources who will be referred to as the University~~seven (7) days after receipt of the Step 2 decision by the grievant and/or grievant's representative ~~on the request form.~~or when the answer was due in the Step 2 process. The grievance may be withdrawn by the grievant or by the PBA representative at any point prior to issuance of the Panel's decision by providing written notification to the Vice President of Human Resources or designee.

~~3.6~~ (1) The parties hereby agree that the arbitration selection procedure will be as follows:

A. The party requesting arbitration shall, concurrently with its ~~notice~~filing of ~~Intent to Arbitrate~~the Step 3 form, notify the American Arbitration Association (AAA) of the filing of the grievance and request a list of five (5) arbitrators sent to each party.

~~B.~~ Each party shall alternatively strike arbitrators from the list until one remains~~,~~ with a coin toss used to determine which party strikes first.

B. ~~C.~~ The party requesting arbitration shall notify AAA of the party's selection.

~~3.7 The following general rules are applicable to this Article:~~

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

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

~~C. The arbitrator shall have no power to establish wages, rates of pay for new jobs, or to change any wage, unless the arbitrator is specifically empowered to do so by both parties.~~

~~D. The arbitrator shall have only the power to rule on grievances arising under this Agreement, as defined under Sections 3.2 and 3.5C above.~~

C. ~~E. The arbitrator shall determine each dispute in accordance with the terms of this Agreement and in accord with a "Submission Agreement", if one can be agreed to.~~ The parties will select the arbitrator within seven (7) days after receipt of the Step 3 form by the Vice President of Human Resources or designee.

(2) Authority of the Panel.

~~If there is no Submission Agreement, then the arbitrator will rely on the grievances as written under Step 2 of this Agreement.~~

~~F. The arbitrator shall not receive into evidence nor rely upon any past practices that occurred prior to the first contact between University and the PBA which was March 7, 2005.~~

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

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

A. ~~I.~~ Unless the parties agree in writing to the contrary, only

one grievance may be submitted to ~~an~~the arbitrator at ~~anyone~~any one hearing.

~~J. Upon request, the arbitrator shall rule on arbitrability before issuing a decision on the merits. If a lawsuit is filed over arbitrability, the arbitration shall not commence until the suit has terminated in the trial court.~~

~~3.8 The arbitrator's decision shall be final and binding on the Union and on all bargaining unit employees and on University, provided that the arbitrator's decision is not outside or beyond the scope of the arbitrator's jurisdiction and authority as set forth in this Agreement.~~

~~3.9 The arbitrator shall not have the power or authority to:~~

~~A. Add~~The arbitrator shall not add to, subtract from, modify, ~~alter, or~~ ignore ~~in any way~~, or alter the terms or provisions of this Agreement, or the provisions of applicable law, rules, or regulations having the force and effect of law~~;~~

B. ~~B. Limit~~. The arbitrator shall not have the power to limit or interfere in any way with the powers, duties, and responsibilities of the University under applicable law, rules, and regulations having the force and effect of law. The arbitrator shall be confined solely to the application and/or interpretation of the Agreement and the precise issue(s) submitted for arbitration. The arbitrator shall determine each dispute in accordance with the terms of this Agreement and in accord with a "Submission Agreement," if one can be agreed to. If there is no Submission Agreement, then the arbitrator will rely on the grievances as written under Step 2 of this Agreement.

C. ~~C. Retroactivity.~~Where a University official has made a judgment involving the exercise of discretion, the arbitrator shall not substitute its judgment for that of the University official. Nor shall the arbitrator review such decision except for the purpose of determining whether the decision has violated the Agreement.

D. The Hearing. The arbitrator shall hold the hearing in Miami-Dade County unless otherwise agreed by the parties. The hearing shall commence within sixty (60) days of the arbitrator's acceptance of

selection, or as soon thereafter as is practicable. The parties shall stipulate to the issue(s) prior to the hearing before the arbitrator. If the parties are unable to stipulate to the issue(s) prior to such hearing, the parties shall proceed to a hearing on applicability of this procedure based on either procedural or substantive concerns ("applicability"). Issues of applicability shall be bifurcated from the substantive issues and, whenever possible, determined by means of a hearing conducted by conference call. The arbitrator shall have ten (10) days from the hearing on applicability to render a decision on the applicability issues. If the process is judged to be applicable to the complaint, the arbitrator shall then proceed to hear the substantive issue(s) in accordance with the provisions of this Agreement.

E. The arbitrator shall rule on arbitrability before issuing a decision on the merits. If a lawsuit is filed over arbitrability, the arbitration shall not commence until the lawsuit has terminated in the trial court. If the grievance was found to be arbitrable, then the grievance would be assigned to another arbitrator using the same process as used for selecting the first arbitrator.

F. The arbitrator shall issue the decision within thirty (30) days of the close of the hearing on the substantive issue(s) or the submission of briefs, whichever is later, unless additional time is agreed to by the parties in writing. The decision shall be in writing and shall set forth findings of fact, reasoning, and conclusions on the issues submitted. Except as expressly specified in this Article, the provisions of the Florida Arbitration Code, Chapter 682, Florida Statutes, shall not apply. Except as modified by the provisions of this Article, the arbitration proceeding shall be conducted in accordance with the Labor Arbitration Rules and Procedures of the American Arbitration Association.

G. In rendering its decision, the arbitrator shall refrain from issuing any statements of opinion or conclusions not essential to the determination of whether the act or event giving rise to the grievance violated a

provision of this Agreement.

H. If the arbitrator determines that an Article has been violated, the arbitrator shall direct the University to take appropriate action. The arbitrator may award back salary where the arbitrator determines that the employee is not receiving the appropriate salary from the University, but the arbitrator may not award other monetary damages or penalties. The arbitrator shall have no power to establish wages, rates of pay for new jobs, or to change any wage, unless the arbitrator is specifically empowered to do so by both parties in writing. An arbitrator's award may be retroactive based on the equities each case may demand, but in no case shall an award be retroactive to a date earlier than thirty (30) days prior to the date the grievance was originally filed in this Article.

I. ~~3.10 Each party shall bear the expense of its own witnesses and its own representatives. The arbitrator's bill shall be equally shared by the parties.~~The decision or award of the arbitrator shall be final and binding upon the University, the PBA, and the grievant provided that either party may appeal to an appropriate court of law a decision that was rendered by the arbitrator acting outside of or beyond the arbitrator's jurisdiction.

J. Venue. For purposes of venue in any judicial review of an arbitrator's decision issued under this Article, the parties agree that such an appeal shall be filed in the courts in Miami-Dade County, Florida unless both parties specifically agree otherwise in a particular instance. In an action commenced in Miami-Dade County, neither the University nor the PBA will move for a change of venue based upon the defendant's residence in-fact if other than Miami-Dade County.

K. Fees and Expenses. All fees and expenses of the arbitrator shall be divided equally between the parties unless mutually agreed otherwise. Each party shall bear the cost of preparing and presenting its own case. However, in the event the grievance is withdrawn after the

selection of the arbitrator, the party withdrawing the grievance shall be responsible for the full cost of the arbitrator's fee~~,~~ (if any) unless otherwise mutually agreed by the parties ~~to share the cost of the arbitrator.~~in writing. Expenses of obtaining a hearing room, if any, shall be equally divided between the parties. The cost of the written transcript, if requested by both parties, will be shared by both parties.

3.7. The following general rules are applicable to this Article:

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

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

C. Only grievances based on events or occurrences which occur after the date of the execution of this Agreement can be processed under this Policy. After the expiration of this Agreement, there is no duty upon University to process any grievance unless the facts upon which the grievance is based occurred prior to the expiration of the Agreement. The arbitrator shall not receive into evidence nor rely upon any past practices that occurred after the date of the execution of this Agreement.

D. In contract interpretation, the burden of proof is on the grievant. In such cases, the preponderance of evidence standard is applicable.

E. No grievance informally resolved or by using the process described in this Article shall constitute a precedent for any purpose unless agreed to in writing by the University Vice President or designee, the grievant, and PBA.

F. Filings and Notification. All documents required or permitted to be issued or filed pursuant to this Article may be transmitted by fax, United States mail by certified mail with return receipt requested, or any other recognized delivery service that provides documentation of delivery to the recipient. An e-mail is not an acceptable form of delivery unless otherwise noted in this Article.

G. Reprisal. No reprisal of any kind will be made by the University or the PBA against any grievant, any witness, any PBA representative, or any other

participant in the Grievance and Arbitration Procedure by reason of such participation.

H. Records. All written materials pertinent to a grievance shall be maintained separately from the evaluation file of the grievant or witnesses, except (1) at the request of the grievant or witness that specific materials be included in his or her own evaluation file, or (2) where the terms of the decision or a settlement direct that a copy of the decision or settlement agreement be placed in the evaluation file of a grievant or witness. All decisions or settlement agreements resulting from grievances processed pursuant to this Article shall specify whether or not a copy of the decision or settlement agreement is to be placed in the evaluation file(s) of any grievant or witness.

ARTICLE 4
LAYOFFS AND RECALL

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

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

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

As between two (2) employees, if one and two above are relatively equal, then seniority shall prevail.

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

ARTICLE 5
HEALTH AND SAFETY

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

5.2 Safety Committee. The PBA will name one employee to serve on a University Wide Safety Committee. Any individual selected to serve in this capacity will make appropriate scheduling arrangements, with management's approval, to ensure his/her attendance does not adversely affect operations.

5.3 Employee Health and Safety.

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

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

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

5.4 Vehicles and Equipment.

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

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

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

5.5 Firearms.

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

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

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

ARTICLE 6
LEARNING OPPORTUNITIES

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

ARTICLE 7
DUES DEDUCTION

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

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

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

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

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

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

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

ARTICLE 8
UNIFORMS AND EQUIPMENT

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

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

A. Gun belt, either 2 ¼ inches or 3 inches, as appropriate for the individual employee.

B. Firearm safety (snatch resistant) holster; and

C. Three (3) magazines and an approved case for spare ammunition.

8.3 Uniform Maintenance and Shoe Allowance. The University will provide employees who are furnished and required to wear by the University a uniform, a uniform maintenance allowance in the amount of $450.00 annually, unless laundry and dry cleaning facilities are available and the service is furnished by the University without cost to the employees. In addition, such employees shall receive a shoe allowance in the amount of $150.00 annually, unless shoes are furnished by University.

8.4 Clothing Allowance. Employees assigned to full-time plain clothes positions shall receive a clothing allowance in the amount of $500.00 annually, and a shoe allowance in the amount of $150.00 annually, unless the shoes are furnished by the University.

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

8.6 Recreational Use Privileges. All sworn law enforcement personnel covered by this agreement shall receive an annual standard University Recreational Facility membership at no cost. If the membership is not used by the employee, it may be revoked.

ARTICLE 9
WAGES

9.1 General Wage Increases.

There will be no wage increase for A. Fiscal Year 2011-2012.

A. 1. For fiscal year 2007-08 (0%).

B. Each2011-2012, each eligible bargaining unit employee shall receive a general across--the--board wage increase of two and one-half percent (2.5%) of their base rate of pay for fiscal year 2008-09or Two Thousand Dollars ($2,000), whichever is greater, effective July 1, 2008 2010. Eligible employees shall have successfully passed their initial probationary period and are meeting performance standards/expectations. If an employee has a current performance evaluation of "Below or Consistently Below 9.2 Additional Wages Increases" in effect on the date of ratification, the employee shall not receive the general wage increase. To be eligible, the employee must be continuously employed on or before July 1, 2009 and through the date of joint ratification. The across-the-board increase will be paid on the first pay period following July 1, 2011.

A. In the event the Florida Legislature or other fiscal sources provide for a different or additional funding of wages or wage increases2. One percent (1%) of the total salaries of all members of the collective bargaining unit shall be pooled and distributed in accordance with the University Operational Excellence Award policy using the University Police Officers form. The pooled money shall be distributed only to bargaining unit members and shall be distributed as a one-time bonus. Bargaining unit members receiving the merit bonus shall not have the merit bonus change their base rate of pay. To be eligible, the employee must have successfully passed their initial probationary period and be continuously employed on or before December 1, 2010. The merit bonus will be paid on the first pay period in December 2011.

B. Fiscal Year 2012-2013.

1. For fiscal year 2012-2013, each eligible bargaining unit employee shall receive a general across-the-board wage increase of two percent (2%) of their base rate of pay. Eligible employees shall have successfully passed their initial probationary period and are meeting performance standards/expectations. If an

employee has a current performance evaluation of "Below or Consistently Below" in effect on July 1, 2011, the employee shall not receive the general wage increase. To be eligible, the employee must be continuously employed on or before July 1, 2011. The across-the-board wage increase will be paid on the first pay period following July 1, 2012.

2. One percent (1%) of the total salaries of all members of the collective bargaining unit shall be pooled and distributed in accordance with the University Operational Excellence Award policy using the University Police Officers form. The pooled money shall be distributed only to bargaining unit members and shall be distributed as a one-time bonus. Bargaining unit members receiving the merit bonus shall not have the merit bonus change their base rate of pay. To be eligible, the employee must have successfully passed their initial probationary period and be continuously employed on or before December 1, 2011. The merit bonus will be paid on the first pay period in December 2012.

C. Fiscal Year 2013-2014.

1. For fiscal year 2013-2014, each eligible bargaining unit employee shall receive a general across-the-board wage increase of one percent (1%) of their base rate of pay. Eligible employees shall have successfully passed their initial probationary period and are meeting performance standards/expectations. If an employee has a current performance evaluation of "Below or Consistently Below" in effect on July 1, 2012, the employee shall not receive the general wage increase. To be eligible, the employee must be continuously employed on or before July 1, 2012. The across-the-board wage increase will be paid on the first pay period following July 1, 2013.

2. One percent (1%) of the total salaries of all members of the collective bargaining unit shall be pooled and distributed in accordance with the University Operational Excellence Award policy using the University Police Officers form. The pooled money shall be distributed only to bargaining unit members and shall be distributed as a one-time bonus. Bargaining unit members receiving the merit bonus shall not have the merit bonus change their base rate of pay. To be eligible, the employee must have successfully passed their initial probationary period and be

continuously employed on or before December 1, 2012. The merit bonus will be paid on the first pay period in December 2013.

9.2 Additional Wages Increases.

A. If the Florida Legislature provides for a different or additional funding of wages or wage increases described in this Article, the University and the Union agree that such increases will be administered in accordance with the applicable appropriation language. Any ~~general across the board~~ additional funding of wages or wage ~~increase~~increases provided by the Legislature during any fiscal year ~~2008-09 of~~covered by this ~~Agreement~~Article shall count as credit towards the across~~-~~-the~~-~~-board increase and/or merit bonus described in ~~paragraph 9.1 above~~the Article.

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

~~Expectations" in effect on the date of ratification, the employee shall not receive a general wage increase. To be eligible, the employee must have been employed on or before July 1, 2007. In addition, the employee must be continuously employed through joint ratification of this Agreement.~~

~~9.3 For contract year 2009-10 the parties agree to reopen only this Wages Article.~~

ARTICLE 10
INSURANCE BENEFITS

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

ARTICLE 11
GROOMING STANDARDS

11.1 Hair on top of the head will be neatly groomed. The length or bulk of the hair will not be excessive or present a ragged, unkempt appearance. When combed, hair will not fall over the ears or eyebrows, or touch the collar, except for the closely cut hair on the back of the neck. The hair of uniformed members may touch the shirt collar but not fall below the collar's edge and may cover a portion of the ear. Long hair of female officers must be worn up in a neat, stylish manner which permits the wearing of the hat. Conspicuous barrettes, pins, or combs will not be worn.

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

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

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

ARTICLE 12
REPLACEMENT OF PERSONAL PROPERTY

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

12.2 Specific Reimbursement Allowances and Approvals.

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

(1) Watch - $75;

(2) Prescription eye wear - $200 (including any required examination);

(3) Other items – The Director shall have final authority to determine the reimbursement value of any items other than watches or prescription eye wear; and

(4) Total allowable per incident - $700.

B. Such reimbursement shall be with the approval of the Director. Approval shall not be unreasonably withheld.

ARTICLE 13
MANAGEMENT RIGHTS

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

13.2 The management of the Department personnel and the direction of its work force, including but not limited to the exclusive right: to determine whether all or any part of the operations covered by this Agreement shall commence, cease, continue, reduce or increase; to remove the operation or any part thereof to any location; to establish new jobs; to abolish or change existing jobs and to increase or decrease the number of jobs or employees; to change materials, processes, products, service, equipment, work schedules and methods of operation to introduce new materials, equipment, services or facilities; to assign work to be performed; to assign or reassign employees to shifts, increase or abolish shifts and rotate shifts; to require employees to work overtime; to establish and change hiring procedures; to set the work schedules; to transfer employees from job to job, shift to shift or campus to campus either on a permanent or temporary basis; to evaluate and direct the work of the employees covered by this Agreement; to maintain, enforce, rescind or change University or Department policies, procedures, rules, orders, practices, and directives not inconsistent with this Agreement; to establish or change operational standards; to determine the services to be provided by University and by law enforcement personnel; to lay off employees as provided in Article 4 of this Agreement; to establish requirements for employment; to promote and demote employees; and to have complete authority to exercise those rights and powers incidental thereto, including the right to alter or vary past practices as University may determine to be necessary for the orderly and efficient operation of the Department.

University's failure to exercise any right hereby reserved to it or its exercising any right in a particular way shall not be deemed a waiver of its right to exercise such right, nor preclude University from exercising the same right in some other way not in conflict with the express provisions of this Agreement.

13.3 If a civil emergency is declared by the Governor or by a political subdivision of the State, the provisions of this Agreement may be suspended by University during the

time of the declared emergency, provided that the wage rates and monetary fringe benefits shall not be suspended.

13.4 The Union agrees that its members shall comply with all University or Department rules, policies, and procedures, including those relating to conduct and work performance.

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

ARTICLE 14
TOTALITY OF AGREEMENT

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

14.2 University and the PBA, 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.

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

ARTICLE 15
SAVINGS CLAUSE

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

ARTICLE 16
COMPLIANCE WITH RULES OR POLICIES

16.1 A PBA designated representative will be advised in writing of any changes in University personnel rules or policies impacting terms and conditions of employment within twenty- one (21) days prior to formal adoption.

16.2 The University may not amend its current personnel rules or policies applicable to the members of the bargaining unit if such a change would conflict with a term of this Agreement. In the event a change of personnel rules or policies does not conflict with a provision of this Agreement, but constitutes an otherwise change in terms or conditions of employment, the University shall notify the PBA who may then request impact bargaining.

16.3 Any claim by an employee concerning the application of provisions of University personnel rules or policies shall not be subject to the Grievance and Arbitration Procedure of this Agreement, but shall be subject to the method of review prescribed by the personnel rules or policies of the University, or other appropriate administrative or judicial remedy.

ARTICLE 17
PERMANENT STATUS

The University shall maintain its policy, Permanent Status for Certified Law Enforcement Personnel ~~(Policy No. 66),~~ for the duration of the Agreement.

ARTICLE 18
DURATION

The term of this Agreement shall be from July 1, ~~2007~~2011 through June 30, ~~2010~~2014 and the Agreement shall be effective as of the date of ratification.

IN WITNESS WHEREOF, the parties have set their signatures this _____ day of _____, ~~2008~~2011.

FOR THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES	**FOR THE DADE COUNTY POLICE BENEVOLENT ASSOCIATION**
_____	_____
~~David Parker~~Albert Maury Chairman	John Rivera President
_____	_____
~~Modesto A. Maidique~~ Mark B. Rosenberg President	~~Andrew M. Axelrad~~ ~~General Counsel~~
_____	_____
~~Cristina L. Mendoza~~Mike Mattimore Chief Negotiator	Donald D. Slesnick, II, Esq.
_____	_____
_____	~~Francisco Torres~~ ~~PBA Employee Representative~~

Gustavo Wong
PBA Employee Representative

Date ratified by the PBA: ~~October 31, 2008~~ _____

Date ratified by the Board of Trustees: _____

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DADE COUNTY POLICE BENEVOLENT ASSOCIATION
LAW ENFORCEMENT BARGAINING UNIT

POLICIES

~~2007-2010~~2011-2014

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~~Access to Official Personnel Records~~

~~Purpose:~~

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

~~Policy:~~

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

~~When any personnel decisions are made, other than for faculty tenure and promotion, the only documents which may be used are those contained in the official personnel file. There will be separate files solely for tenure and promotion which will be kept by the departments or colleges.~~

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

~~All requests for employee information, including both, current or former employees, must be submitted in writing to the Division of Human Resources for production.~~

~~Copies of the records may be furnished upon request, at a cost of $0 .15 per page.~~

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

~~Personal information of law enforcement personnel and their immediate family members are not considered public records and are exempt from the General State Policy on Public Records under Section 119 .07, F .S.~~

~~Advertising~~

~~Purpose:~~

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

~~Policy:~~

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

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

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

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

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

~~Alternative Work Site~~

~~Purpose:~~

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

~~Policy:~~

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

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

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

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

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

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

~~Alternative work site options shall not be used as a substitute for dependent or child care.~~

~~Employees who participate in alternative work site options are expected to make dependent and child care arrangements during the period they will be working at home.~~

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

~~Animals in the Workplace~~

~~Purpose:~~

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

~~Policy:~~

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

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

~~Anonymous Complaints~~

~~Purpose:~~

~~To establish a policy on the handling of anonymous complaints.~~

~~Definition:~~

~~Complaint - A complaint is an expression of dissatisfaction or concern related to a workplace situation. It does not apply to discrimination or sexual harassment as other processes are available to address such issues. See FIU-104.~~

~~Policy:~~

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

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

~~Approval of Perquisites~~

~~Purpose:~~

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

~~Definition:~~

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

~~Policy:~~

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

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

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

~~Bereavement Leave~~

~~Purpose:~~

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

~~Definition:~~

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

~~Policy:~~

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

~~Business-Related Travel~~

~~Purpose:~~

~~To compensate non-exempt employees traveling on University business.~~

~~Policy:~~

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

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

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

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

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

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

~~Call Back Pay~~

~~Purpose:~~

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

~~Policy:~~

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

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

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

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

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

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

~~Catastrophic Pool~~

~~Purpose:~~

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

~~Definition:~~

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

~~Policy:~~

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

~~Hours may be donated in increments of eight (8) and must not exceed 80 hours in 36-month period. The donating employees' remaining balance cannot fall below 80 hours. The total maximum amount of hours that an employee can receive is 480 in a 12-month period.~~

~~Leave time used will be counted towards the Family Medical Leave Act (FMLA) entitlement.~~

~~Children in the Workplace~~

~~Purpose:~~

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

~~Policy:~~

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

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

~~Supervisors may grant permission for a temporary, unforeseen emergency, but no parent can have a child in the workplace without the supervisor's permission or use the workplace as an alternative to childcare or for any other purpose. If bringing a child to work with the employee is unavoidable, the employee must obtain permission from his/her supervisor to have the child accompany the employee while working. Factors the supervisor will consider are the age of the child, how long the child needs to be present, the work environment in the employee's area, and any possible disruption to the employee's and co-worker's work. When authorized, the accompanying adult must supervise the child at all times.~~

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

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

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

~~Institutional computers are University property and vital equipment, intended for use only by employees and in the course and scope of assigned duties.~~

~~Computers are not to be used as a toy or entertainment for visiting children. The University does not accept any liability for injuries to children who are on campus in violation of this policy.~~

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Compressed Work Schedule

Purpose:

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

Policy:

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

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

All full-time employees must work a 40-hour week (or 80-hours each pay period).

Eligible employees must obtain permission from their respective supervisor and final approval from Human Resources.

Operational requirements must be met.

Service to the customer must be maintained or improved.

Costs to the university will not be increased.

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

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

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

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

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

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

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

All requests must be in writing.

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

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

~~Confidentiality Agreements~~

~~Purpose:~~

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

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

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

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

~~Confidentiality, Nondisclosure and Computer Practice Agreement~~

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

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

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

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

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

~~I am fully aware that as a University employee, I am likely to have access to students' records. The federal law known as the Family Educational Rights and Privacy Act (FERPA) and Section 1002.22 of the Florida Statutes, prohibit the University from disclosing students' "educational records" without the student's consent or a properly served and issued subpoena. Generally, any information which relates to a student's attendance at University is an educational record including, but not limited to, grades, transcripts, medical information, scholarship and financial~~

~~reports, and the like. Further, such information may not be disclosed to the student's parent unless the student is dependent of the parents as defined by federal law. I am aware that I must seek advice before releasing any information about any University student to anyone other than the student. I should refer inquiries about student record to the Registrar's Office or the Office of the General Counsel.~~

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

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

~~_____ _____~~

~~Employee Signature Date Witness Date~~

~~Conflict of Interest~~

~~Purpose:~~

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

~~Definition:~~

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

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

~~Policy:~~

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

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

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

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

~~Death of an Employee~~

~~Purpose:~~

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

~~Policy:~~

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

~~Direct Deposit~~

~~Purpose:~~

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

~~Policy:~~

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

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

Disciplinary Actions

Purpose:

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

Definitions:
Severe Disciplinary Actions - defined as suspensions, demotions and involuntary terminations.
Suspension - occurs when an employee is taken off duty for a day or more without pay.
Involuntary Demotion - occurs when an employee is involuntarily subjected to a reduction in pay and higher functioning duties are permanently removed resulting in a lower level position.
Involuntary Termination - occurs when an employee is permanently separated from University employment.

Policy:

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

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

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

~~Dual Employment and Compensation~~

~~Purpose:~~

~~To administer the approval of additional University employment and compensation.~~

~~Policy:~~

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

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

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

~~Educational Incentive Awards~~

~~Purpose:~~

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

~~Policy:~~

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

~~Course of study should be relevant to the position and/or departmental needs. Participation by the employee should be pre-approved by the Department Head.~~

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

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

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

~~Employment Offers~~

~~Purpose:~~

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

~~Policy:~~

~~All offers of employment will be centrally administered by the Division of Human Resources. The signed, original Offer of Employment becomes a permanent part of the employee's personnel file.~~

~~Exit Reviews~~

~~Purpose:~~

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

~~Policy:~~

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

- ~~Exit Review Questionnaire, and~~
- ~~Separation Clearance Form~~

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

~~Firearms and Dangerous Weapons~~

~~Purpose:~~

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

~~Policy:~~

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

- ~~Law enforcement officers who are in uniform.~~
- ~~University law enforcement personnel.~~

- ~~Faculty in the performance of instructional or research responsibilities, only with written approval from the Provost and previous notification to the University's Chief of Police.~~

~~All persons, except for those exempted above, are prohibited from possession, storage, manufacturing, or use of a dangerous implement, including but not limited to, firearms, destructive devices, explosives, slingshots, weapons, tear gas guns, electric weapons or devices and fireworks, on any property owned, used or under the control of Florida International University.~~

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

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

Flexible Work Schedule (Flextime)

Purpose:

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

Policy:

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

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

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

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

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

~~FMLA, Parental and Medical Leave~~

~~Purpose:~~

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

~~Policy:~~

~~Family Medical Leave Act (Applies to all Employees)~~

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

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

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

~~To be eligible for FMLA leave, an employee must:~~

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

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

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

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

~~Parental Leave (Excludes Temporary and Student Workers)~~

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

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

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

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

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

~~Medical Leave (Excludes Temporary and Student Workers)~~
~~While an employee is on medical leave, the University will continue paying the matching portion of the employee's health and basic State life insurance premiums up to six months during the leave period.~~

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

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

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

Holidays

Purpose:

To establish holidays observed by the University.

Policy:

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

The approved Holidays are:

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

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

Any employee who is in non-pay status for the entire day before a holiday shall not be eligible to receive payment for the holiday.

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

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

~~1-9 Requirements~~

~~Purpose:~~

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

~~Policy:~~

~~All employees must complete an 1-9 (Employment Eligibility Verification) form within the first three days of employment.~~

~~An employer found to have recruited or employed an unauthorized alien for employment in the United States, shall be subject to pay a civil fine. An employer can be fined not less than $275 and not more than $2,200, for each unauthorized alien for the first offense. An employer can be fined from $2,200 and $5,500 per unauthorized alien for a second offense, and between $3,300 and $11,000 for each third or subsequent offense.~~

~~Information Technology Security~~

~~Purpose:~~

~~To provide guidelines for information technology security~~

~~Policy:~~

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

~~Protecting University's resources is a critical part of its mission.~~
~~If you have any concerns about using or protecting information or Information Technology Resources to which you have access or control, you should contact the IT Security Office, Security@fiu.edu.~~

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

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

~~Enforcement~~

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

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

~~Compliance~~

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

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

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

~~Federal Laws:~~

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

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

~~Credit Card Fraud, 18 U.S.C. § 1029~~

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

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

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

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

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

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

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

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

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

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

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

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

~~Florida Laws:~~

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

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

~~Florida Public Records Act, Fla. Stat. Chapter 119~~

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

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

Information on the Fair Use Doctrine:
U.S. Copyright Office, Circular 21, Reproduction of Copyrighted Works by Educators and Librarians, www.copyright.gov/circs/circ21.pdf

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

www.copyright.gov/fls/fl102.html

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

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

Information on FERPA:
www.ed.gov/policy/gen/guid/fpco/ferpa/

University IT Policies
University Code of Computing Practice, http://uts.fiu.edu/index.cfm?action=code

Universitynet Acceptable Use Policy, http://uts.fiu.edu/index.cfm?action=acceptpolicy

University Academic Affairs Policies & Procedures Manual, http://www.fiu.edu/provost/polman/sec11web.html#11.00

IT Security Policies
Security.fiu.edu

Confirmation

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

Panther ID _____

User Name _____

~~Internal Recruitment, Promotions, Demotions & Transfers~~

~~Purpose:~~

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

~~Policy:~~

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

~~Decisions regarding the career mobility of employees will be based on job-related factors such as their ability to meet the minimum requirements of the position, perform the essential functions of the position, past performance in their current position and the level of experience within the current position.~~

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

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

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

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

~~An employee being promoted will have his/her salary set in accordance with University's Compensation Manual.~~

~~Demotion~~
~~The downward mobility of an employee from one position to another position with a lesser degree of responsibility and a lower salary range maximum.~~

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

~~An employee being demoted will have his/her salary adjusted in accordance with FIU's Compensation Manual.~~

~~**Transfer**~~

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

~~An employee being transferred usually maintains their current salary.~~

~~**Applies to Sworn Law Enforcement Employees:**~~

~~An employee who has attained permanent status, or who anticipates attaining permanent status on or before June 30, may apply to take a promotional test by submitting a certified law enforcement application no later than the first business day after January 1st of each calendar year to the Division of Human Resources.~~

~~All applications for promotion will be reviewed to establish the employee's eligibility to take the promotional exam. Eligibility will be determined based on the employee's education and experience in relation to the minimum requirements established for each law enforcement classification.~~

~~Those employees who have been determined eligible to take a promotional exam will receive a copy of the "Notice of Promotional Test", issued to the University by the Test Administrator of the law enforcement promotional test.~~

~~An employee who takes a promotional test, which are provided in numerical score order, the University will establish its promotional classification. Each promotion list is established by listing the employees in rank order based solely on the numerical passing test scores received by the employees. The promotion list will be effective July 1 St of each calendar year and eligible employees will be retained on the promotion list~~
~~for a period of one year.~~

~~When filling a promotional vacancy, the Director of Public Safety shall:~~

~~1) select the candidate from the promotional list with the highest test score; or~~

~~2) select from among the three candidates with the highest test scores based on job-related factors.~~

~~In the event the Director of Public Safety chooses the second option above, he/she may, in his/her sole discretion, conduct oral interviews of the eligible candidates and/or seek recommendations for appointment from section commanders.~~

~~Employees that do not receive or accept a promotion will retain their position on a promotion list.~~

Jury Duty and Court Appearances

Purpose:

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

Policy:

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

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

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

Applies to Law Enforcement Personnel:

If a sworn law enforcement employee is subpoenaed to appear as a witness in a job-related court case, not during the employee's regularly assigned shift, the employee shall have the option to either accept the witness fee or be granted a minimum of 3 hours which shall be counted as hours worked. University reserves the right to change said employee's schedule in order to minimize or eliminate any overtime costs associated with the court appearance.

~~Learning Opportunities~~

~~Purpose:~~

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

~~Policy:~~

~~All employees shall participate in a minimum of twenty (20) hours of professional development per calendar year. This development occurs during regularly scheduled work time, and must be approved by the Dean, Director, or Department Head.~~

~~All employees are expected to have a Learning Goal established in their annual performance discussion with their immediate supervisor. Professional development can take the form of attendance in in-house learning programs provided by the Division of Human Resources - Department of Organization Development and Learning, participation in external workshops and conferences, or other department-specific training.~~

~~Included in the expected 20 hours of professional development are any programs that may be required by the University, such as the New Employee Experience, Sexual Harassment Awareness & Prevention, Performance Development Process (PDP), Supervisory Excellence, and others. Attendance in programs for professional certifications, licensures, etc. will also count towards the 20 hours of professional development.~~

Leave Pending Investigation

Purpose:

To establish a policy on granting leave pending an investigation.

Definition:

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

Policy:

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

Neutral, Internal Resolution of Policy Disputes~~Loyalty Oath~~

~~Purpose:~~

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

~~Policy:~~

~~Every employee of the University, as a condition of employment, shall execute a proper oath of loyalty as required by State law.~~
~~Applies to Law Enforcement Personnel:~~

~~All employees appointed to sworn positions shall take and subscribe to the following "Canon of Law Enforcement Ethics":~~

~~"As a Law Enforcement Officer, my fundamental duty is to serve mankind; to safeguard lives and property; to protect the innocent against deception, the weak against oppression or intimidation and the peaceful against violence or disorder; and to respect the Constitutional right of all men to liberty, equality and justice."~~

~~Military Leave~~

~~Purpose:~~

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

~~Policy:~~

~~An employee, except an employee in a temporary position, who is drafted, volunteers for active military service, or who is ordered to active duty shall be eligible for military leave.~~

~~An employee shall receive their full pay in addition to their military pay for the first thirty (30) days of active duty. After the initial 30 days, the law allows those on active duty to receive the necessary pay to fill any gap between their military and civilian pay and continue their existing benefits. Leave payment of this type shall be made only upon military authority that thirty (30) days of military service have been completed.~~

~~Upon Separation from the military service, the employee shall be eligible to return to the former position held or a different position in the same class in the same geographic location provided the employee is honorably discharged.~~

~~Nepotism~~

~~Purpose:~~

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

~~Definition:~~

~~For the purpose of this policy, "relationship" is defined as individuals related by blood, marriage, adoption [e .g . father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother or half-sister, Florida Statute Section 12.3135(1)(d)]; a person a public employee intends to marry, or with whom the public employee intends to form a household, or any other natural person having the same legal residence as the public employee, Florida Statute Section 112 .312, Code of Ethics ; domestic partnership, dating, or other personal relationship in which objectivity might be impaired . "Line of authority" is defined as authority extending vertically through one or more organizational levels of supervision or management.~~

~~Policy:~~

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

~~Individuals should not be employed in a department or unit, which will result in a subordinate-supervisor relationship between such individuals and any related individual as defined above through any "line of authority". Related individuals, as defined by this policy, may not be supervised or work in the same division, department, or unit without prior approval from the Assistant Vice President of Human Resources and the Vice President in charge of Human Resources.~~

~~Neutral, Internal Resolution of Policy Disputes~~

Purpose:

To establish and maintain a process for resolving disputes concerning BOT-PBA Policies attached to the BOT-PBA Agreement and applicable University Policies that impact the terms and conditions of employment of the PBA unit members (the "Policies"). This policy covers any discipline involving a written reprimand, suspension, demotion, or involuntary termination.

Policy:

1. Policy/Informal Resolution.

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

2. Resort to Other Procedures and Election of Remedy.

~~(~~The commencement of legal proceedings against University in a~~)~~ court of law or equity, or before the Public Employee Relations Commission, for misapplication or misinterpretation of the terms of any Policy, shall be deemed an election of remedy and shall be a waiver by the party commencing the proceeding of its/their right to resort to the Policy Dispute Resolution Process and any complaint that has already been filed over the same subject will be dismissed. The filing of a complaint constitutes a waiver of any rights to judicial review of agency action pursuant to Chapter 120, Florida Statutes, or to the review of such actions under other University procedures ~~that may otherwise be~~ available to address such matters. ~~For rights or benefits that are~~ The commencement of proceedings pursuant to Section 120.57, Florida Statutes, for misapplication or misinterpretation of the terms of any Policy shall be deemed an election of remedy and shall be a waiver by the party commencing the proceeding of its/their right to resort to the Policy Dispute Resolution Process and any complaint that has already been filed over the same subject will be dismissed. Except as otherwise specifically provided ~~exclusively by a BOT-PBA Policy this neutral, internal dispute resolution procedure shall be~~, the Policy Dispute Resolution Process is the sole ~~review mechanism. Only those acts or~~

omissions and sections of the BOT-PBA Policies identified at the initial filing may be considered at subsequent steps.

(b) Except where an employee files a grievance allegingremedy for any alleged violations of the BOT-PBA Agreement in connection with the same act or omission pursuant to the Grievance and Arbitration provisions of the BOT-PBA Agreement, if prior to seeking resolution of a dispute by filing a complaint hereunder, or while the Policy Dispute Resolution process is in progress, an employee requests, in writing, the same remedy of the matter in any other forum, whether administrative (including the Public Employees Relations Commission) or judicial, the University shall have no obligation to entertain or proceed further with the complaint pursuant to this Policy. As an exception to this provision, a complainant may file an EEOC charge while a complaint is in progress when such filing becomes necessary to meet federal filing guidelines pursuant to 42 U.S.C. §2000e et. seq. Further, since the parties do not intend that this Neutral, Internal Resolution of Policy Disputes procedure be a device for appellate review, the President's response to a recommendation of a hearing officer or other individual or group having appropriate jurisdiction in any procedure other than the Neutral, Internal Resolution of Policy Disputes procedure shall not be an act or omission giving rise to a complaint under this Policy. any Policy.

In the event that the complaint involves an act or omission which could be handled by either this Policy or the Grievance and Arbitration Procedure (Article 3), the filing of a complaint under this Policy constitutes a waiver of the filing of a grievance under the Article.

3. Definitions and Forms. As as used in this Policy:

(a) Complaint. The term “complaint” shall mean a dispute concerning the interpretation or application of a specific term or provision of a BOT-PBA Policy appended to the BOT-PBA AgreementPolicy, subject to those exclusions appearing in the Policy. A complaint shall be filed on athe applicable Complaint Form, attached to this Policy.

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

(c) Complaint Forms. The "complaint forms" constitue the Complaint (the “Step 1 form”), Request for Step 2 Review (the “Step 2 form”), and Notice of Demand for Internal Policy Dispute Resolution by a Panel (the “Step 3 form”). The parties may agree to consolidate complaints of a similar nature to expedite the review process. In a consolidated complaint, one appropriate Form may be attached, bearing the signatures of the complainants.

~~(c) Complaint Forms. Each Complaint, Request for Step 2 Review, and Notice of Demand for Internal Policy Dispute Resolution by a Panel must be submitted in writing on the appropriate forms attached to this Policy and Appendix B, and shall be signed by the complainant(s). All complaint forms shall be dated when the complaint is received. If there is difficulty in meeting any time limit, the PBA representative may sign such documents for the complainant; however, complainant's signature shall be provided prior to the Step 2 meeting.~~

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

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

(f) University Representative. The term "University Representative" means the Director of Employee Labor Relations or designee.

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

5. Representation. The PBA shall have the exclusive right to represent any employee in a complaint filed hereunder~~,~~ unless an employee elects self-representation or to be represented by legal counsel. If an employee elects not to be represented by the PBA, the University shall promptly inform the PBA in writing of the complaint. No resolution of any individually processed complaint shall be inconsistent with the terms of any applicable ~~BOT-PBA~~ Policy~~ or the BOT-PBA Agreement~~, and for this purpose, the PBA shall have the right to have an observer present at all meetings called for the purpose of discussing such complaint and shall be sent copies of all decisions at the same time as they are sent to the other parties.

6. Complaint Representatives. The PBA shall annually furnish to the University a list of all persons authorized to act as complaint representatives and shall update the list as needed. The PBA complaint representative shall have the responsibility to meet all ~~classes, office hours, and other~~ duties and responsibilities incidental to the assigned workload. Some of these activities are scheduled to be performed at particular times. Such representative shall have the right during times outside of those hours scheduled for these activities to investigate, consult, and prepare complaint presentations and attend complaint hearings and meetings. However, such investigations and consultations will not interfere with the normal operations of the University. Should any complaint hearings or meetings necessitate the rescheduling of assigned duties, the representative may, with the approval of the ~~appropriate administrator~~Chief of Public Safety or designee, arrange for the fulfillment of such duties. Such approval shall not be unreasonably withheld.

7. Appearances.

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

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

~~**Procedures:**~~

~~A. Filing.~~

~~(1) A complaint shall be filed with the Vice President of Human Resources or his/her designee at Step 1 within fourteen (14) days following the act or omission giving rise thereto, or the date on which the employee knew or reasonably should have known of such act or omission if that date is later. The complainant may amend the Step 1 Form one time prior to the Step 2 meeting. Only those acts or omissions and sections of BOT-PBA Policy identified at the Step 1 filing as amended in accordance with this paragraph may be considered at subsequent Steps.~~

~~(2) The filing of a complaint constitutes a waiver of any rights to judicial review of agency action pursuant to Chapter 120, Florida Statutes, or to the review of such actions under University procedures which may otherwise be available to address such matters.~~

~~(3) An employee may seek redress of a salary action alleged to be unsupported by performance or job related criteria by filing a complaint under the provisions of the Policy. An act or omission giving rise to such a complaint may be the employee's receipt of salary during any pay period, but in no case shall the Panel's award of back salary be retroactive to a date earlier than the date of that act or omission, or twelve months from the date the complaint is filed, whichever is less.~~

8. Time Limits~~.~~; Date of Receipt.

All time limits in this Policy may be extended by mutual agreement of the parties in writing. For the purpose of determining deadlines for actions as set forth in this Policy, the parties agree that, if said deadline falls on a weekend or University recognized holiday, the deadline for said action shall be on the following business day. Mutual agreement may be evidenced by e-mail exchanges. ~~If the University~~

~~fails to provide a Step 2 decision within the time limits provided in this Policy due to a University-caused delay, the University shall pay all costs of the Neutral, Internal Resolution of Policy Disputes by a Panel ("Step 3") should the PBA elect to take the complaint to neutral, internal policy dispute resolution by a Panel.~~ Upon the failure of the complainant or the PBA, where appropriate, to file an appeal within the time limits provided in this ~~article~~Policy, the complaint shall be deemed to have been resolved at the prior step. ~~The "end of the day" shall mean 5 PM.~~

~~B.~~ The date of receipt shall not be included in the count of days. All complaint forms shall be dated when the complaint is received by the applicable University offical described below depending on the step. Compliance with any time limit under this Policy shall be determined by the date-stamped receipt executed by the office receiving the complaint or the ~~decision, or by the date of the mailing as indicated by the postmark.~~person receiving the decision. If there is difficulty in meeting any time limit in Step 1 or Step 2, the PBA representative may sign such documents for the complainant, however, complainant's signature shall be provided prior to the Step 2 meeting.

~~C.~~

Procedures:

1. Step 1.

~~All complaints shall be placed in Step 1 informal resolution status for fourteen (14) days unless both the University and PBA agree otherwise. During the Step 1 informal resolution period, efforts to resolve the complaint informally shall be made. Upon request of the complainant, complainant's representative, or the appropriate administrator, the University representative shall, during the Step 1 informal resolution period, arrange an informal meeting between the appropriate administrator and the complainant. The complainant shall have the right to representation by the PBA or legal counsel during attempts at informal resolution of the complaint. Any party bringing legal counsel to the informal meeting shall provide at least five (5) days advance written notice to all other parties. If the complaint is not satisfactorily resolved during the Step 1 informal resolution period, the complainant may give written notice to the President or designee requesting Step 2 review within fourteen (14) days from the expiration of the Step 1 period. If the complainant does not request a Step 2 review within fourteen (14) days from the expiration of the Step 1 informal resolution period or any extension of that period, the complaint shall be deemed informally resolved to the complainant's satisfaction and need not be processed further.~~

D. Step 2.

(1) Meeting. The President or designee and the complainant and/or the complainant's representative shall meet no sooner than ten (10) days and no later than thirty (30) days following receipt of the complainant's request for a Step 2 meeting. An employee having a complaint about the application of Policy provision shall file a fully executed Step form 1 form with his/her supervisor within seven (7) days of the act or omission giving rise to the complaint or the date on which the employee knew or reasonably should have known of such act or omission if that date is later. The Step 1 form (attached) must be submitted in writing and shall be signed by the complainant(s). Discussions will be informal for the purpose of settling differences in the simplest and most effective manner. The supervisor shall communicate a decision in writing to the complainant and/or complainant's representative within ten (10) days from the date the complaint was presented to him/her. Failure of the supervisor to timely respond shall be considered a denial of the complaint and shall entitle the complaint to appeal to Step 2.

2. Step 2.

(a) Filing. If the complaint has not been satisfactorily resolved at the Step 1 or if the supervisor has failed to respond within the Step 1 deadlines, the complainant or the PBA may (upon request of the complainant) proceed to Step 2 by filing a fully executed Step 2 form (attached). The Step 2 form must be filed the Vice President of Human Resources or designee within seven (7) days after receipt of the Step 1 decision by the complainant and/or complainant's representative or when the answer was due in the Step 1 process.

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

(a

(1) Documents. In advance of the Step 2 meeting, the complainant shall have the right, upon written request to the Vice President of Human Resources or designee, to a copy of any identifiable documents relevant to the complaint.

(2) Decision. The Vice President for Human Resources or designee shall issuenotify the complainant of a written decision, stating the reasons therefore, to complainant's Step 2 representative within fifteen (15 in writing no later than seven (7) days following conclusion of the Step 2 meeting. A copy of the decision shall be sent to the complainant, to the complainant's representative, and tothe PBA (if complainant elected self-representation or representation by legal counsel.

(b) Documents. The). Failure of the Vice President for Human Resources or designee shall make available to the complainant or the complainant's representative all documentation referenced in the timely respond shall be considered a denial of the complaint and shall entitle the complainant to appeal to Step 3. If the University fails to provide a Step 2 decision prior to its issuance. All documents referred to in the within the time limits provided in this Policy due to a University-caused delay, the University shall pay all costs of the Step 2 decision and any additional documents presented by the complainant shall be attached to the decision, together with a list of these documents. In advance of the Step 2 meeting, the complainant shall have the right, upon written request, to a copy of any identifiable documents relevant to the complaint. 3 process should the PBA elect to take the complaint to that step.

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

(1 (a) Filing.

(a) If the complaint has not been satisfactorily resolved at Step 2, or the Vice President of Human Resources or designee has failed to respond within the Step 2 deadlines, the complainant or the PBA may, (upon the request of the complainant,) proceed to Neutral, Internal Resolution of Policy Disputes by a PanelStep 3 by filing a written notice of the intent to do so. Notice of intent to proceed to Neutral, Internal Resolution of Policy Disputes by a Panelfully executed Step 3 form (attached). The Step 3 form must be filed with the Vice President of Human Resources or designee within fourteen (14seven (7) days after receipt of the Step 2 decision by the complainant and/or complainant's Step 2 representative and shall be signed by the complainant and PBAor when the answer was due in the Step 2 process. The complaint may be withdrawn by the complainant or by the PBA representative at any point prior to issuance of the Panel's decision. by providing written notification to the Vice President of Human Resources or designee.

(b) Issues of Applicability. The parties shall stipulate to the issue(s) prior to the hearing before the Panel. If the parties are unable to stipulate to the issue(s) prior to such hearing, the parties shall proceed to a hearing on applicability of this procedure based on either procedural or substantive concerns ("applicability"). Issues of applicability shall be bifurcated from the substantive issues and, whenever possible, determined by means of a hearing conducted by conference call. The Panel shall have ten (10) days from the hearing to render a decision on applicability

(b) Selection of the Panel Members.

Within seven (7) days after receipt of the Step 3 form, representatives of the University and the PBA shall designate their representatives to the Panel using the method described below.

(1) The Vice. If the process is judged to be applicable to the complaint, the Panel shall then proceed to hear the substantive issue(s) in accordance with the provisions of this Policy.

(2) Criteria for Selecting Panel Members.

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

(b)

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

(c)

(3) The third member of the Panel shall be a current educator at other educational institutions, fully retired University faculty or administrators, or professional mediators or arbitrators. Any. Each party shall provide the other party with a list of five (5) potential members for the third member of the Panel. Each party shall alternatively strike a potential Panel member from the list until one remains with a coin toss used to determine which party strikes first.

If the person chosen to be the third member of the Panel who is not a professional labor arbitratormediator, he or she shall complete training to qualify as a professional labor arbitratormediator prior to being selected to serveserving unless this requirement is waived in a dispute resolutionwriting by the parties. The costs of such training will be shared equally by the University and the PBA. No person involved in any business, employment or other relationship with the University that could reasonably be presumed to create a conflict of interest with that person's obligations as a neutral arbitermediator of disputes involving the University shall be eligible for inclusion as the third member of the Panel.

(d

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

~~(3) Selection of a Panel.~~

~~(a) Within fourteen (14) days after receipt of a notice of intent to proceed to neutral, internal policy dispute resolution, representatives of the University and the PBA shall designate their representatives to the Panel.~~

~~(b)~~

(d) The ~~appointees to the Panel pursuant to (a) above, shall select the~~ third member ~~of the Panel who shall meet the criteria set forth in 2(c).~~

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

~~(d) The hearing by the Panel shall be held within sixty (60) days following the selection of the Panel.~~

~~(4~~

(e) Authority of the Panel.

~~(a~~

(1) Only complaints based on events or occurrences which occur after the date of the execution of the current collective bargaining agreement with the parties (the "Agreement") can be processed under this Policy. After the expiration of the current Agreement, there is no duty upon the University to process any complaint unless the facts upon which the complaint is based occurred prior to the expiration of the Agreement. The Panel shall not receive into evidence nor rely upon any past practices that occurred after the date of the execution of the current Agreement.

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

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

~~(b~~

(4) Where ~~an administrator~~a University official has made a judgment involving the exercise of discretion, ~~such as decisions regarding promotion under the BOT-PBA Promotion Policy,~~ the Panel shall not substitute its judgment for that of the

administratorUniversity official. Nor shall the Panel review such decision except for the purpose of determining whether the decision has violated BOT-PBAa Policy.

(c (5) If the Panel determines that a BOT-PBA Policy has been violated, the Panel shall direct the University to take appropriate action. The Panel may award back salary where the Panel determines that the employee is not receiving the appropriate salary from the University, but the Panel may not award other monetary damages or penalties. The Panel's award may be retroactive based on the equities each case may demand, but in no case shall an award be retroactive to a date earlier than thirty (30) days prior to the date the complaint was originally filed under this Policy.

(5 (f) Conduct of Hearing.

The Panel shall hold the hearing in Miami-Dade County, unless otherwise agreed by the parties. in writing. The hearing shall commence within twenty-five (25sixty (60) days of all Panel members' acceptance of selection, or as soon thereafter as is practicable, and . The parties shall stipulate to the issue(s) prior to the hearing before the Panel. If the parties are unable to stipulate to the issue(s) prior to such hearing, the parties shall proceed to a hearing on applicability of this procedure based on either procedural or substantive concerns ("applicability"). Issues of applicability shall be bifurcated from the substantive issues and, whenever possible, determined by means of a hearing conducted by conference call. The Panel shall have ten (10) days from the hearing on applicability to render a decision on the applicability issues. If the process is judged to be applicable to the complaint, the Panel shall then proceed to hear the substantive issue(s) in accordance with the provisions of this Policy.

The Panel shall issue the decision within thirty (30) days of the close of the hearing on the substantive issue(s) or the submission of briefs, whichever is later, unless additional time is agreed to by the parties. in writing. The decision shall be in writing and shall set forth findings of fact, reasoning, and conclusions on the issues submitted. Except as expressly specified in this Policy, the provisions of the Florida Arbitration Code, Chapter 682, Florida Statutes, shall not apply. Except as modified by the provisions of this Policy, Neutral, Internal Resolution of Policy Disputes by a Panel, proceedings shall be conducted in accordance with the Labor Arbitration Rules and Procedures of the American Arbitration Association.

(6

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

(7

(h) Venue. For purposes of venue in any judicial review of a Panel's decision issued under this Policy, the parties agree that such an appeal shall be filed

in the courts in Miami-Dade County, Florida, unless both parties specifically agree otherwise in a particular instance. In an action commenced in Miami-Dade County, neither the University nor the PBA will move for a change of venue based upon the defendant's residence in-fact if other than Miami-Dade County.

(8

(i) Fees and Expenses. All fees and expenses of the Neutral, Internal Resolution of Policy Disputes by a Panel shall be divided equally between the parties, unless mutually agreed otherwise in writing. Each party shall bear the cost of preparing and presenting its own case. However, in the event the complaint is withdrawn after the selection of the Panel, the party withdrawing the complaint shall be responsible for the full cost of the Panel's fee (if any) unless otherwise mutually agreed by the parties in writing. Expenses of obtaining a hearing room, if any, shall be equally divided between the parties. The cost of the written transcript, if requested by both parties, will be shared by both parties.

8.

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

(k) The complainant or the PBA shall have only one opportunity to amend or supplement the complaint. No complaint can be amended or supplemented after Step 2.

4. Provisions Applicability to the Policy.

(a) Filings and Notification. With the exception of Step 2 decisions, all All documents required or permitted to be issued or filed pursuant to this Policy may be transmitted by fax, United States mail by certified mail with return receipt requested, or any other recognized delivery service (note:that provides documentation of delivery to the recipient. An e-mail is not an acceptable form of delivery). Step 2 decisions shall be transmitted to the complainant's representative(s) by personal delivery with written documentation of receipt or by certified mail, return receipt requested. unless otherwise noted in this Policy.

9.

(b) Precedent. No complaint informally resolved, or complaint resolved at either Step 1 or 2, or by using this Policy Dispute Resolution Process shall constitute a precedent for any purpose unless agreed to in writing by the University or representative and the PBA acting through itsVice President of Human Resources or designee.

10. Processing.

(a) The filing or pendency of any complaint or request for Neutral, Internal Resolution of Policy Disputes by a Panel under this Policy shall not operate to impede, preclude, or delay the University from taking the action complained of. Reasonable efforts, including, the shortening of time limits when practical, shall be made to conclude the processing of a complaint prior to the expiration of the

complainant's employment, whether by termination or failure to reappoint. An employee with a pending complaint will not continue to be compensated beyond the last date of employmentcomplainant, and PBA.

(b) Nothing shall authorize the University or its representative to refuse consideration of a complaint on the assertion that it was not timely filed or processed in accordance with this Policy.

11.

(c) Reprisal. No reprisal of any kind will be made by the University or the PBA against any complainant, any witness, any PBA representative, or any other participant in the Neutral, InternalPolicy Dispute Resolution of Policy Disputes procedureProcess by reason of such participation.

12.

(d) Records. All written materials pertinent to a complaint shall be filedmaintained separately from the evaluation file of the complainant or witnesses, except (a(1) at the request of the complainant or witness that specific materials be included in his or her own evaluation file, or (b2) where the terms of the decision or a settlement direct that a copy of the decision or settlement agreement be placed in the evaluation file of a complainant or witness. All decisions or settlement agreements resulting from complaints processed pursuant to this Policy shall specify whether or not a copy of the decision or settlement agreement is to be placed in the evaluation file(s) of any complainant or witness.

13

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

(a) The period for informal resolution of a dispute alleging a violation of the provisions of the BOT-PBA Policy on Conflict of Interest and Outside Activity shall be five (5) days from the date the complaint is filed. Such a If not resolved by the supervisor by that date, the dispute shall be heard at Step 2 by the Vice President of Human Resources or designee no more than seven (7) days after a request for a Step 2 review has been filed. The Vice President of Human Resources or designee shall issue a Step 2 decision no more than three (3) days after the Step 2 meeting.

(b) A request for resolution by a Neutral Panelistthe Step 3 Panel shall be filed with the Vice President of Human Resources or designee within fourteen (14seven (7) days after receipt of the Step 2 decision. A Neutral Panelist or if the supervisor has failed to respond within the Step 1 deadlines. The Step 3 Panel shall be selected by the parties from the Neutral Pool, or by mutual agreement from outside the Neutral Pool,using the same process as for Step 3 no more than fourteen (14seven (7) days after a request for a resolution by a Neutral Panelist is received. Selection shall be by mutual agreement or by striking names from the Neutral Pool. Each side shall have two strikes. Unless the parties mutually agree to one of the

~~remaining two panelists, a flip of the coin~~The Step 3 Panel will ~~determine which of the two panelists shall hear the complaint. The order of striking shall be determined by the flip of a coin. The Neutral Panelist~~hold a hearing within seven (7) days after being selected. The Sep 3 Panel shall issue a memorandum of decision within seven (7) days following the conclusion of the ~~Neutral Panelist~~Step 3 hearing~~,~~ to be followed by a written opinion and award in accordance with the provisions of this Policy.

_____(c)~~–~~ All other provisions of this Policy shall apply to these complaints~~,~~ except as noted above.

~~New Employee Experience~~

~~Purpose:~~

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

~~Policy:~~

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

Off Duty Law Enforcement Employment

Section 1 – Off Duty Law Enforcement Employment

(A) Employees seeking to engage in law enforcement employment for an entity other than the University during off-duty hours~~,~~ shall request approval from the Chief or his designee prior to the date of the commencement of such employment. The request will be approved by the Chief or his designee unless it is determined that the employment conflicts with the interests of the University, the employment obligations of the officer to the University or, is contrary to the Department's policies and procedures governing outside employment.

(B) During the course of the employee's off-duty employment, the Chief or designee may make reasonable inquiries of the employee to ensure that the off duty law enforcement employment does not conflict or interfere with the employee's primary duty as a law enforcement officer for the University.

(C) Nothing herein will prevent the Chief or his designee from withdrawing the approval for Off Duty Law Enforcement employment in circumstances where it is determined that continuing said employment conflicts or, interferes with the employee's law enforcement duties and obligations to the University.

(D) The Chief may promulgate standard procedures governing Off Duty Law Enforcement employment to allow employees to have notice as to which places or manner in which Off Duty Law Enforcement employment will be typically denied or approved. The Chief will meet and confer with representatives of the PBA before finalizing the procedures or modifying them. Final decision on the procedures shall be solely within the Chief's discretion.

(E) The Report of Off Duty Employment Form must be completed on an annual basis and/or when an outside activity begins or substantially changes, or has not been previously reported.

Section 2 – Insurance Coverage

While engaged in Off Duty Law Enforcement employment, the third party employer shall be responsible for any insurance or liability relative to the Off Duty Law Enforcement employment including workers compensation. The University shall not be responsible for coverage of any liability incurred during the Off Duty Law Enforcement employment.

Section 3 – Disagreements Regarding the Application of this ~~Article~~Policy

Disputes regarding the standard procedures for off duty employment and the Chief's application of those procedures will be determined by the expedited provisions of the neutral, Internal Resolution of Policy Disputes.

~~On-Call Pay~~

~~Purpose:~~

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

~~Policy:~~

~~Regular and Interim non-exempt employees are entitled to on-call pay. Exempt employees and all law enforcement personnel will not be eligible to receive on-call pay.~~

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

~~Employees will be compensated by payment of $1.00 per hour for each whole hour that the employee is required to be on-call. Carrying an electronic signaling device during off-regular work hours does not automatically qualify an employee to receive on-call pay.~~

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

~~Operating Hours, Rest, and Meal Periods~~

~~Purpose:~~

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

~~Policy:~~

~~Rest Period Breaks:~~

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

~~Meal Periods:~~

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

~~Operational Excellence Award (OEA)~~

~~Purpose:~~

~~To encourage excellence in performance and recognize exceptional individual performance.~~

~~Policy:~~

~~The OEA is recommended for employees who have demonstrated continuous outstanding performance, have made a significant contribution to the department's mission or strategic plan and/or have provided consistent support to the department's objectives.~~

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

~~Overtime Pay and Compensatory Time~~

~~Purpose:~~

~~To establish a policy for overtime pay and compensatory time for nonexempt employees.~~

~~Policy:~~

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

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

~~All overtime hours must be authorized by the immediate supervisor prior to working. Compensatory time may be earned by non-exempt employees in lieu of overtime pay for all hours actually worked in excess of 40 hours. Compensatory time is credited at the rate of one and one-half times the number of hours in excess of 40 hours worked in a workweek.~~

~~Non-exempt employees must use accrued compensatory time within thirty (30) days of its accrual, provided that to do so would not unduly disrupt the operations of the University.~~

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

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

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

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

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

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

Permanent Status For
Certified Law Enforcement Personnel

Purpose:

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

Policy:

Certified law enforcement personnel earn "permanent status" in a class, after successfully completing the probationary period for that class. Permanent status provides the employee with the right to appeal any severe disciplinary action while serving in the class.

~~The exclusive procedure for appeals of severe disciplinary action shall be the procedures of Chapter 120, Florida Statutes.~~ The standard probationary period for all certified law enforcement personnel shall be twelve (12) months from either the date of hire or date of certification as a State of Florida Law Enforcement Officer, whichever is later, for new law enforcement personnel. The standard probationary period shall be twelve (12) months from the date of promotion for newly promoted certified law enforcement personnel.

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

~~Personal Leave of Absence without Pay~~

~~Purpose:~~

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

~~Policy:~~

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

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

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

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

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

~~Political Activity~~

~~Purpose:~~

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

~~Policy:~~

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

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

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

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

~~Political Participation~~

~~Purpose:~~

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

~~Policy:~~

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

- ~~Accrued compensatory~~
- ~~Accrued vacation~~
- ~~Time off without pay~~

~~Pre-Employment Requirements~~

~~Purpose:~~

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

~~Policy:~~

~~Background Checks~~

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

~~Fingerprinting~~

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

~~Reference Checks~~

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

~~Language Proficiency~~

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

~~Drug Testing~~

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

~~Professional Development Leave~~

~~Purpose:~~

~~To provide exempt employees and faculty members (who are not eligible for Sabbatical Leaves) with leave opportunities to advance job-related skills and knowledge.~~

~~Policy:~~

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

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

- ~~The employee's work performance is superior.~~
- ~~The University deems that there are acceptable resources and adequate coverage available during the employee's absence.~~
- ~~Eligible employees may be asked to time their professional development leave in accordance with program needs and the ability of the department to finance the leave.~~

- ~~The employee provides a detailed description and documentation of the professional development opportunity as well as a report once the leave is completed.~~
- ~~Professional development leave could be at half pay for a full academic year or at full pay for one semester.~~
- ~~The employee must guarantee that at the end of the leave, he/she will return to employment at the University for at least one (1) year following the leave. An employee who does not return to the University shall reimburse the University for the salary received during the professional development leave.~~
- ~~If the employee receives outside income as a result of the professional development experience, he/she must report such income to the University. University compensation will normally be reduced by the amount necessary to bring the total income for that period to a level comparable with the employee's normal position.~~
- ~~Once the time period for the professional development leave is agreed upon in writing, it cannot be extended. If it is shortened, prior notice to the supervisor is required.~~
- ~~The employee and supervisor agree to and understand that the position will remain open and available when the employee returns.~~

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

~~Project-Based Pay~~

~~Purpose:~~

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

~~Policy:~~

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

~~The amount of the project-based pay may not exceed $5,000 or 10 percent of the employee's salary, whichever is greater. Decision about the amount of the lump sum payment should be dependent upon the nature and complexity of the project. Recommendation for the amount is to be requested by the respective department with approval by Human Resources.~~

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

~~Same-Sex Domestic Partnership Health Insurance Stipend~~

~~Purpose:~~

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

~~Policy:~~

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

~~Eligibility:~~

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

~~1. they are of the same sex, and for this reason are unable to marry each other under Florida Law,~~
~~2. they are at least eighteen (18) years of age, and have the mental capacity to consent to a contract,~~
~~3. they are unmarried and unrelated by blood,~~
~~4. they have resided together for at least the prior six (6) months.~~
~~5. they are jointly responsible for each other's financial obligations, including household and living expenses and medical expenses,~~
~~6. the non-employee domestic partner is not employed or is not eligible for health benefits through his or her employer,~~
~~7. they have completed the Declaration of Domestic Partnership Certification,~~

8. medical coverage is in effect for the domestic partner and coverage shall be maintained during any period for which the same-sex domestic partner health insurance stipend is sought, and

9. the employee is covered under University's health insurance plan with individual coverage.

Required Documentation:

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

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

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

Confidentiality:

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

~~Tax Implications:~~

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

~~Enrollment and Participation Procedures:~~

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

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

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

~~Termination of Participation:~~

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

~~An employee who makes false statements about satisfying the eligibility criteria will or fails to notify the Division of Human Resources' Benefits Department of a change in status will be subject to disciplinary action up to and including dismissal.~~

Seniority

A. Seniority shall be defined as continuous paid service within the job classification, provided, however, that any unauthorized absence for three (3) or more consecutive days shall be considered a break in service. Seniority shall be computed from the date of appointment. In the event that an employee who has been promoted into a higher grade is subsequently demoted and/or returns to a lower grade, he or she will resume the seniority level that had accrued in the lower grade before the promotion, and the accrued seniority in the higher grade will not be added to the previously earned seniority in the lower grade. Seniority shall accumulate during absence because of illness, injury, vacation, military leave or other authorized paid leave. Employees on authorized unpaid leave shall not lose previously accrued seniority.

B. Seniority shall govern vacations for each calendar year, and shall be determinative in shift assignment (including campus), days off, and vehicle and equipment assignment, except in the event of an emergency.

C. In the event of a vacancy in any division or unit (not a promotional vacancy) seniority will be considered.

D. The University shall maintain a roster of employees arranged by job classification, according to seniority showing name, position class and seniority date.

~~Separations of Employment~~

~~Purpose:~~

~~To administer a uniform process for employee separations.~~

~~Policy:~~

~~With the exception of law enforcement personnel, employees are considered "at will". Employment at will is presumed to be voluntary and indefinite for both the employee and the University. The employee-employer relationship may be terminated at any time with or without cause.~~

~~Notice period for layoff and terminations for cause or non-cause for current employees with a minimum of 10 years of employment on the effective date of this policy (to be determined in the future), will be grandfathered in accordance with current rule and policy. All other employees will be given a notice period of 14 days in a layoff situation and 30 days in a termination situation for non-cause.~~

~~Terminations based on discriminatory reasons are prohibited under this policy.~~

~~Separations from University employment may include the following:~~

~~Termination - Occurs when an employee is permanently separated from University employment. Termination may be preceded by corrective action, unless unsatisfactory performance or misconduct warrants immediate dismissal.~~

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

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

~~Layoffs - For terminations of employment due to layoff please refer to University policy # (Layoffs).~~

~~Severe Weather/Emergency Closing~~

~~Purpose:~~

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

~~Policy:~~

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

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

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

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

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

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

Shift Differential Pay

Purpose:

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

Policy:

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

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

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

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

~~Sick Leave~~

~~Purpose:~~

~~To administer the accrual and appropriate use of sick leave.~~

~~Definition:~~

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

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

~~Policy:~~

~~An employee shall accrue sick leave in accordance with the table contained in this policy.~~

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

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

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

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

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

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

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

~~Upon return from sick leave due to illness or injury, an employee may be required to submit a Fitness for Duty form to establish whether the employee is fully recovered and capable of returning to his/her duties.~~

~~FLORIDA INTERNATIONAL UNIVERSITY~~
~~SICK LEAVE ACCRUAL~~

~~**Length of Service**~~	~~**Hours Accrual Per Pay Period**~~
~~Full-time employees~~	~~4 Hours~~
~~Part-time employees~~	~~Accrue sick leave at a rate directly proportionate to the percent of time~~

	~~employed (FTE).~~

~~Sick Leave Pool~~

~~Purpose:~~

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

~~Policy:~~

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

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

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

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

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

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

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

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

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

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

~~Leave hours from the Pool shall be granted only for the employee's personal illness, injury, accident, or exposure to a contagious disease. Personal illness shall include disabilities which are the result of or contributed to by medical conditions (including those complications related to pregnancy or childbirth), surgery and recovery.~~

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

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

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

~~Solicitation, Distribution, and Posting~~

~~Purpose:~~

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

~~Policy:~~

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

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

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

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

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

Special Duty Pay

Purpose:

To establish guidelines to compensate law enforcement personnel for special duty pay.

Policy:

Law enforcement personnel are entitled to special duty pay when an employee works an event for which the Department is reimbursed at a premium rate of pay. When such event is outside the employee's regularly scheduled week, and a holiday(s) occurs or the employee uses sick leave in that workweek, such employee will receive time and half pay for working that event.

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

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

Spot Awards

Purpose:

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

Policy:

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

Spot awards are given after the event has been completed, usually without pre-determined goals or set performance levels. They may be awarded at any time.

Spot awards provide positive feedback, foster continued improvement, and reinforce good observable performance.

Spot awards may be:

- A lump sum dollar amount not to exceed a maximum of $1,500 in a 12-month period.
- Non-cash (University merchandise, lunch tickets, game tickets, etc.)
- Certificates, plaques, etc.

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

Temporary or Permanent Lateral Reassignments

Purpose:

To provide a means for management to address operational needs.

Definition:

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

Policy:

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

~~Tuition Waiver Program~~

~~Purpose:~~

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

~~Policy:~~

~~Full time employees at the University are eligible to participate in the Tuition Waiver Program. Employees on leave status are not eligible for tuition waiver except when the leave is granted as part of an educational program; however, employees' eligible family members will still be permitted to obtain the tuition waiver.~~

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

~~Employees must be admitted as degree seeking undergraduate or graduate students. If approved by their supervisor, employees may enroll as special students and take courses that are specifically related to their job assignments.~~

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

~~For employees admitted to doctoral programs who have reached the dissertation stage, the program will pay tuition for up to six (6) credit hours per semester for dissertation courses (7980 – 7989). A maximum of thirty (30) dissertation credits will be covered.~~

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

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

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

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

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

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

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

~~For family members admitted to doctoral programs who have reached the dissertation stage, the program will pay tuition for up to six (6) credit hours per semester for dissertation courses (7980 – 7989). A maximum of thirty (30) dissertation credits will be covered.~~

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

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

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

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

~~Eligibility will be established by the Division of Human Resources.~~

~~Vacation Leave~~

~~Purpose:~~

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

~~Definitions:~~

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

~~Policy:~~

~~Effective July 1, 2005, employees shall accrue vacation leave in accordance with the table included in this policy.~~

~~Vacation leave earned during any pay period shall be credited to the employee on the last day of that pay period. During leaves of absence with pay, an employee shall continue to earn vacation leave credits.~~

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

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

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

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

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

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

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

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

~~FLORIDA INTERNATIONAL UNIVERSITY~~
~~VACATION ACCRUAL SCHEDULE~~

~~Non-Exempt Personnel~~

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

~~Exempt Personnel~~

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

~~Variable Compensation Plan~~

~~Purpose:~~

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

~~Policy:~~

~~A lump sum payment as part of a Variable Compensation Plan pre-approved for individual departments places a strong value on employee's contribution, ability to impact performance, departmental objectives and revenues generated.~~

~~The department dean or director must develop specific targets to be achieved, goals, pre-established criteria and payout schedule prior to the establishment of the Variable Compensation Plan. The Variable Compensation Plan must be approved by the Division Vice President or Provost and by Human Resources.~~

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

~~Veterans' Preference~~

~~Purpose:~~

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

~~Policy:~~

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

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

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

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THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES
Personnel Committee

June 7, 2011

Subject: Ratification of the 2011-2014 Collective Bargaining Agreement between The Florida International University Board of Trustees and The Dade County Police Benevolent Association Lieutenants Bargaining Unit

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Proposed Committee Action:

Recommend to The Florida International University Board of Trustees (the BOT) ratification of the 2011-2014 Collective Bargaining Agreement (CBA) between the BOT and The Dade County Police Benevolent Association Lieutenants Law Enforcement Bargaining Unit (PBA - Lieutenants)

Background Information:

The 2007-2010 PBA Lieutenants CBA expired on June 30, 2010. Following negotiations, the parties have reached an agreement. The Union agreed to have the new agreement start with the beginning of the upcoming fiscal year even though the old agreement expired on June 30, 2010. The parties operated in status quo under the old agreement during 2010-2011. The new agreement provides for wage increases and merit bonuses which are described in the accompanying term sheet.

Additionally, there are substantial changes to the policies which are attached to the CBA. These changes provide for greater flexibility when updating University-wide policies and result in efficiency enhancements through obviating the need to maintain duplicate policies for the Union and non-Union employees. See term sheet for more details.

The Union has ratified the 2011-2014 CBA.

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: 2011-2014 BOT-PBA Lieutenants Agreement

2011-2014 Collective Bargaining Agreement and Policies between The Florida International University Board of Trustees and The Dade County Police Benevolent Association Lieutenants Law Enforcement Bargaining Unit (Lieutenants)

Facilitator/Presenter: Kenneth A. Jessell

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PBA (LIEUTENANTS) TERM SHEET

Term: 2011-2014

Wages: Fiscal year 2011 to 2012

2.5% across-the-board wage increase or $2,000, whichever is greater, effective July 1, 2010. This will be added to the salary base and will be paid in a lump sum retroactively on the first pay period following July 1, 2011.

1% of the total salaries of all collective bargaining unit members will be pooled as a merit bonus and will distributed in accordance with the University Operational Excellence Award Policy (OEA Policy). The merit bonus will be paid on the first pay period in December 2011. This will not be added to the salary base.

Fiscal year 2012-2013

2% across-the-board wage increase which will be added to the salary base. This will be paid on the first pay period following July 1, 2012.

1% merit bonus which will be distributed in accordance with the OEA Policy. The merit bonus will be paid on the first pay period in December 2012. This will not be added to the salary base.

Fiscal year 2013-2014

1% across-the-board wage increase which will be added to the salary base. This will be paid on the first pay period following July 1, 2013.

1% merit bonus which will be distributed in accordance with the OEA Policy. The merit bonus will be paid on the first pay period in December 2013. This will not be added to the salary base.

The wages increases and merit bonuses amounts are the same as that given to the United Faculty of Florida (UFF). The only difference is that UFF received the 2.5% or $2,000, whichever is greater, in September 2010. The UFF September 2010 wage increase was retroactive to July 1, 2010.

Policies:

Previously, any University policy was negotiated and attached to the CBA. During this bargaining process, the Union agreed to retain policies that were specific to law enforcement or were traditionally included in a collective bargaining agreement (e.g., Permanent Status for Certified Law Enforcement Personnel, Seniority, Jury Duty, Court Appearance) as well as the Disciplinary Action Policy. The Union agreed to abide by any University-wide policy even though a specific policy was not attached to the collective bargaining agreement. This change makes it easier to update University-wide policies. Further, this change produces administrative efficiencies in not having to maintain the same or similar policies for the Union and the non-Union employees.

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COLLECTIVE BARGAINING AGREEMENT

between

THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES

and the

DADE COUNTY POLICE BENEVOLENT ASSOCIATION
LIEUTENANTS
LAW ENFORCEMENT BARGAINING UNIT

~~2007-2010~~

2011-2014

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PREAMBLE

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

Further, this Agreement defines the Employer's obligations to the Union and members of the bargaining unit, thus avoiding disputes due to misunderstandings, as well as by providing a procedure for the resolution of any claims that the Agreement has been violated.

Finally, both parties recognize that the above language is a statement of intent and, therefore, not subject to the grievance procedure as outlined in Article 3.

ARTICLE 1
RECOGNITION

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

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

ARTICLE 2
EMPLOYEE REPRESENTATION AND PBA-Lts. ACTIVITIES

2.1 Designation and Selection of Representatives

A. The President of the PBA-Lts. shall furnish to the University a list of Employee Representatives who are designated to assist in processing Grievances. This list shall include the name, work address and work telephone number of each Employee Representative. The University will not recognize any person as an Employee Representative whose name does not appear on the list. This list may be amended as new representatives are designated by the PBA-Lts..

B. A total of two (2) employees may be designated to serve as Employee Representatives~~,~~; however, University will only be required to deal with one designated PBA-Lts. representative, unless mutually agreed to otherwise.

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

2.3 Consultation**.**

A. The Director of Public Safety or his/her designee shall meet with PBA-Lts. representatives to discuss matters pertinent to the implementation or administration of the Agreement or any other mutually agreeable matters. The University and the PBA-Lts. understand and agree that such meetings may be used to resolve problems regarding the implementation and administration of the Agreement; however, such meetings shall not constitute or be used for the purpose of collective bargaining.

B. If a consultation meeting, as described in 2.3(A) is held or requires reasonable travel time during the working hours of any employee participant, such participant shall be excused for that purpose. Attendance at a consultation meeting scheduled outside of regular working hours shall not be deemed time worked.

2.4 Employee Information and Rules Provided.

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

2.5 Negotiations.

~~A.~~ A. Parties and Location.

(1) The PBA-Lts. agrees that all collective bargaining is to be conducted with University representatives designated for that purpose by the President. There shall be no negotiations by the PBA-Lts. at any other level.

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

B. Negotiation Committee. The PBA-Lts. may designate in writing no more than two (2) employees to serve on its Negotiation Committee and not more than one (1) employee to serve as an alternate for Committee members who are unable to attend a negotiation session.

2.6 Bulletin Boards

The University shall provide bulletin boards at the Police Stations at both the University Park Campus and the Biscayne Bay Campus for the sole use of the PBA-Lts. to post materials of interest to bargaining unit members. The Bulletin boards shall be placed in an accessible location to bargaining unit employees within the respective police stations and shall be no smaller than two feet by three feet. All materials placed on the designated bulletin boards shall bear the date of posting. . Material posted on the bulletin board shall be limited to documents informing the employees of the collective bargaining process or contract administration, union business, or general law enforcement topics. Derogatory material or political election material is not permitted.

ARTICLE 3
GRIEVANCE AND ARBITRATION PROCEDURE

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

3.2 For the purpose of this Agreement, a "grievance" is defined as a dispute, claim or complaint that any employee or the Union may have as to the interpretation, application, and/or alleged violation of provision(s) of this Agreement which is subject to the Grievance Procedure.

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

~~3.3~~ Every effort will be made by the parties to settle all grievances as soon as possible. The time limits set forth shall be strictly complied with and can only be extended by mutual agreement of the parties in writing. Mutual agreements may be evidenced by email exchanges. Any grievance shall be considered settled at the last level considered if the grievant fails to timely process the grievance to the next level. The term "days" shall mean business days. The date of receipt shall not be included in the count of days. Compliance with any time limit under this Article shall be determined by the date-stamped receipt executed by the office receiving the grievance or the person receiving the decision.

3.4 The commencement of legal proceedings against University in a court of law or equity, or before the Public Employee Relations Commission, for misapplication or misinterpretation of the terms of this Agreement, shall be deemed an election of remedy and shall be a waiver by the party commencing the proceeding of its/their right to resort to the Grievance and Arbitration Procedure contained in this Article and any grievance that has already been filed over the same subject will be dismissed. The filing of a grievance constitutes a waiver of any rights to judicial review of agency action pursuant to Chapter 120, Florida Statutes, or to the review of such actions under other University

procedures available to address such matters. The commencement of proceedings pursuant to Section 120.57, Florida Statutes, for misapplication or misinterpretation of the terms of this Agreement, shall be deemed an election of remedy and shall be a waiver by the party commencing the proceeding of its/their right to resort to the Grievance and Arbitration Procedure contained in this Article and any grievance that has already been filed over the same subject will be dismissed. Except as otherwise specifically provided, the Grievance and Arbitration Procedure is the sole remedy for any alleged violations of this Agreement.

3.5 In the event that the grievance involves an act or omission which could be handled by either this Article or the Neutral, Internal Resolution of Policy Disputes, the filing of a grievance under this Article constitutes a waiver of the filing of a complaint under the Neutral, Internal Resolution of Policy Disputes.

3.6. Grievances shall be processed in accordance with the following procedures:

A. STEP 1: The grievant shall present in writing his/her grievance to the appropriate supervisor within seven (7) calendar days of the occurrence of the action giving rise to the grievance., or the date on which the employee knew or reasonably should have known of such act or omission if that date is later. The Step 1 form (attached) must be submitted in writing and shall be signed by the grievant(s). Discussions will be informal for the purpose of settling differences in the simplest and most effective manner. The supervisor shall communicate a decision in writing to the grievant within five (5) calendarten (10) days from the date the grievance was presented to him/her. Failure of the supervisor to timely respond shall be considered a denial of the grievance and shall entitle the grievant to appeal to Step 2.

B. STEP 2:

(1) Filing. If the grievance ishas not settledbeen satisfactorily resolved at the first stepStep 1 or the supervisor has failed to respond within the Step 1 deadlines, the grievant, within seven (7) calendar days or the PBA may (upon request of the answer in Step 1, or if no answer was received under Step 1, within ten (10) calendar days of the date the answer was due, may appeal in writing to grievant) proceed to Step 2 by filing a fully executed Step 2 form which is attached. The Step 2 form must be filed with the Vice President forof Human Resources or designee within seven (7) days after receipt

of the Step 1 decision by the grievant and/or grievant's representative or when the answer was due in the Step 1 process.

(2) Meeting. The Vice President for Human Resources or designee shall investigate the alleged grievance and shall, within ~~seven (7) calendar~~fifteen (15) days~~,~~ or other mutually agreeable date of receipt of the written grievance, conduct a meeting between the Vice President for Human Resources or designee, other University representatives as necessary, the grievant and/or the grievant's Union representative. At the Step 2 meeting, the grievant shall have the right to present any evidence in support of the grievance. The parties present at the Step 2 meeting shall discuss the grievance. Any party bringing legal counsel to the Step 2 meeting shall provide at least five (5) days' advance written notice to all other parties.

(a) Documents. In advance of the Step 2 meeting, the grievant shall have the right, upon written request to the Vice President of Human Resources or designee, to a copy of any identifiable documents relevant to the complaint.

(b) Decision. The Vice President for Human Resources or designee shall notify the ~~aggrieved employee~~grievant of a decision in writing no later than ~~ten (10) calendar~~seven (7) days following the ~~receipt of the written grievance at Step 2.~~meeting. A copy of the decision shall be sent to the grievant, the grievant's representative and the PBA (if grievant elected self-representation or representation by legal counsel). Failure of the Vice President for Human Resources or designee to timely respond shall be considered a denial of the grievance and shall entitle the grievant to appeal to Step 3. If the University fails to provide a Step 2 decision within the time limits provided in this Article due to a University-caused delay, the University shall pay all costs of the Step 3 process should the PBA elect to take the grievance to that step.

C. STEP ~~2- Content. All grievances at Step 2 must be in writing and must contain the following information:~~

~~(1) Article(s) and Section(s) of the Agreement alleged to have been violated;~~

~~(2) A full statement of the grievance, giving facts, dates and times of events, and specific violations with the remedy or adjustment desired;~~

~~(3) Signature of aggrieved employee for an individual grievance, or the~~

~~Union President/designee in the case of a class action grievance; and,~~

~~(4) Date signed;~~

~~The University shall notify the grievant of any information missing and grievant shall have the right to provide the missing information within five (5) calendar days.~~

~~STEP~~ 3: If a grievance has not been satisfactorily resolved ~~within the grievance procedures, the grievant may, within seven (7) calendar days after the response is received at Step 2 of the Grievance Procedure, file a written Notice of Intent to Arbitrate. Notice of Intent to Arbitrate~~at Step 2 if or the Vice President of Human Resources or designee has failed to respond within the Step 2 deadlines, the grievant or the PBA may (upon the request of the grievant) proceed to Step 3 by filing a fully executed Step 3 form which is attached. The Step 3 form must be filed with the Vice President ~~or his/her~~of Human Resources or designee within ~~the time period mentioned above. An arbitrator will be selected in accordance with Section 3.6 of this Article. A copy of the written request will be provided~~seven (7) days after receipt of the Step 2 decision by the grievant and/or grievant's representative or when the answer was due in the Step 2 process. The grievance may be withdrawn by the grievant or by the PBA representative at any point prior to issuance of the Panel's decision by providing written notification to the Vice President ~~for~~of Human Resources ~~who will be referred to as the University representative on the request form.~~or designee.

~~3.6~~ (1) The parties hereby agree that the arbitration selection procedure will be as follows:

A. The party requesting arbitration shall, concurrently with its ~~notice~~filing of ~~Intent to Arbitrate~~the Step 3 form, notify the American Arbitration Association (AAA) of the filing of the grievance and request a list of five (5) arbitrators sent to each party.

~~B.~~ Each party shall alternatively strike arbitrators from the list until one ~~(1)~~ remains~~,~~ with a coin toss used to determine which party strikes first.

B. ~~C.~~ The party requesting arbitration shall notify AAA of the party's selection.

~~3.7 The following general rules are applicable to this Article:~~

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

~~B. The grievant shall have only one (1) opportunity to amend or supplement the grievance. No grievance can be amended or supplemented after Step 2.~~

~~C. The arbitrator shall have no power to establish wages, rates of pay for new jobs, or to change any wage, unless the arbitrator is specifically empowered to do so by both parties.~~

~~D. The arbitrator shall have only the power to rule on grievances arising under this Agreement, as defined under Sections 3.2 and 3.5C above.~~

C. ~~E.~~ The parties will select the arbitrator within seven (7) days after receipt of the Step 3 form by the Vice President of Human Resources or designee.

(2) Authority of the Panel.

~~The arbitrator shall determine each dispute in accordance with the terms of this Agreement and in accord with a "Submission Agreement," if one can be agreed to. If there is no Submission Agreement, then the arbitrator will rely on the grievances as written under Step 2 of this Agreement.~~

~~F. PBA-Lts. In recognition of the fact that this collective bargaining agreement is the first contract directly between FIU and the Union, the arbitrator shall not receive into evidence nor rely upon any past practices that occurred prior to the date of execution of this Agreement.~~

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

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

A. ~~I.~~ Unless the parties agree in writing to the contrary, only

one (1) grievance may be submitted to anthe arbitrator at any one (1) hearing.

J. Upon request, the arbitrator shall rule on arbitrability before issuing a decision on the merits. If a lawsuit is filed over arbitrability, the arbitration shall not commence until the suit has terminated in the trial court.

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

3.9 The arbitrator shall not have the power or authority to:

A. AddThe arbitrator shall not add to, subtract from, modify, alter, or ignore in any way, or alter the terms or provisions of this Agreement, or the provisions of applicable law, rules, or regulations having the force and effect of law;

B. B. Limit. The arbitrator shall not have the power to limit or interfere in any way with the powers, duties, and responsibilities of the University under applicable law, rules, and regulations having the force and effect of law. The arbitrator shall be confined solely to the application and/or interpretation of the Agreement and the precise issue(s) submitted for arbitration. The arbitrator shall determine each dispute in accordance with the terms of this Agreement and in accord with a "Submission Agreement," if one can be agreed to. If there is no Submission Agreement, then the arbitrator will rely on the grievances as written under Step 2 of this Agreement.

C. C. Retroactivity.Where a University official has made a judgment involving the exercise of discretion, the arbitrator shall not substitute its judgment for that of the University official. Nor shall the arbitrator review such decision except for the purpose of determining whether the decision has violated the Agreement.

D. The Hearing. The arbitrator shall hold the hearing in Miami-Dade County unless otherwise agreed by the parties. The hearing shall commence within sixty (60) days of the arbitrator's acceptance of

selection, or as soon thereafter as is practicable. The parties shall stipulate to the issue(s) prior to the hearing before the arbitrator. If the parties are unable to stipulate to the issue(s) prior to such hearing, the parties shall proceed to a hearing on applicability of this procedure based on either procedural or substantive concerns ("applicability"). Issues of applicability shall be bifurcated from the substantive issues and, whenever possible, determined by means of a hearing conducted by conference call. The arbitrator shall have ten (10) days from the hearing on applicability to render a decision on the applicability issues. If the process is judged to be applicable to the complaint, the arbitrator shall then proceed to hear the substantive issue(s) in accordance with the provisions of this Agreement.

E. The arbitrator shall rule on arbitrability before issuing a decision on the merits. If a lawsuit is filed over arbitrability, the arbitration shall not commence until the lawsuit has terminated in the trial court. If the grievance was found to be arbitrable, then the grievance would be assigned to another arbitrator using the same process as used for selecting the first arbitrator.

F. The arbitrator shall issue the decision within thirty (30) days of the close of the hearing on the substantive issue(s) or the submission of briefs, whichever is later, unless additional time is agreed to by the parties in writing. The decision shall be in writing and shall set forth findings of fact, reasoning, and conclusions on the issues submitted. Except as expressly specified in this Article, the provisions of the Florida Arbitration Code, Chapter 682, Florida Statutes, shall not apply. Except as modified by the provisions of this Article, the arbitration proceeding shall be conducted in accordance with the Labor Arbitration Rules and Procedures of the American Arbitration Association.

G. In rendering its decision, the arbitrator shall refrain from issuing any statements of opinion or conclusions not essential to the determination of whether the act or event giving rise to the grievance violated a

provision of this Agreement.

H. If the arbitrator determines that an Article has been violated, the arbitrator shall direct the University to take appropriate action. The arbitrator may award back salary where the arbitrator determines that the employee is not receiving the appropriate salary from the University, but the arbitrator may not award other monetary damages or penalties. The arbitrator shall have no power to establish wages, rates of pay for new jobs, or to change any wage, unless the arbitrator is specifically empowered to do so by both parties in writing. An arbitrator's award may be retroactive based on the equities each case may demand, but in no case shall an award be retroactive to a date earlier than thirty (30) days prior to the date the grievance was originally filed ~~pursuant to~~in this Article.

I. ~~3.10 Each party shall bear the expense of its own witnesses and its own representatives. The arbitrator's bill shall be equally shared by the parties.~~The decision or award of the arbitrator shall be final and binding upon the University, the PBA, and the grievant provided that either party may appeal to an appropriate court of law a decision that was rendered by the arbitrator acting outside of or beyond the arbitrator's jurisdiction.

J. Venue. For purposes of venue in any judicial review of an arbitrator's decision issued under this Article, the parties agree that such an appeal shall be filed in the courts in Miami-Dade County, Florida unless both parties specifically agree otherwise in a particular instance. In an action commenced in Miami-Dade County, neither the University nor the PBA will move for a change of venue based upon the defendant's residence in-fact if other than Miami-Dade County.

K. Fees and Expenses. All fees and expenses of the arbitrator shall be divided equally between the parties unless mutually agreed otherwise. Each party shall bear the cost of preparing and presenting its own case. However, in the event the grievance is withdrawn after the

selection of the arbitrator, the party withdrawing the grievance shall be responsible for the full cost of the arbitrator's fee~~,~~ (if any) unless otherwise mutually agreed by the parties ~~to share the cost of the arbitrator.~~in writing. Expenses of obtaining a hearing room, if any, shall be equally divided between the parties. The cost of the written transcript, if requested by both parties, will be shared by both parties.

3.7. The following general rules are applicable to this Article:

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

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

C. Only grievances based on events or occurrences which occur after the date of the execution of this Agreement can be processed under this Policy. After the expiration of this Agreement, there is no duty upon University to process any grievance unless the facts upon which the grievance is based occurred prior to the expiration of the Agreement. The arbitrator shall not receive into evidence nor rely upon any past practices that occurred after the date of the execution of this Agreement.

D. In contract interpretation, the burden of proof is on the grievant. In such cases, the preponderance of evidence standard is applicable.

E. No grievance informally resolved or by using the process described in this Article shall constitute a precedent for any purpose unless agreed to in writing by the University Vice President or designee, the grievant, and PBA.

F. Filings and Notification. All documents required or permitted to be issued or filed pursuant to this Article may be transmitted by fax, United States mail by certified mail with return receipt requested, or any other recognized delivery service that provides documentation of delivery to the recipient. An e-mail is not an acceptable form of delivery unless otherwise noted in this Article.

G. Reprisal. No reprisal of any kind will be made by the University or the PBA against any grievant, any witness, any PBA representative, or any other

participant in the Grievance and Arbitration Procedure by reason of such participation.

H. Records. All written materials pertinent to a grievance shall be maintained separately from the evaluation file of the grievant or witnesses, except (1) at the request of the grievant or witness that specific materials be included in his or her own evaluation file, or (2) where the terms of the decision or a settlement direct that a copy of the decision or settlement agreement be placed in the evaluation file of a grievant or witness. All decisions or settlement agreements resulting from grievances processed pursuant to this Article shall specify whether or not a copy of the decision or settlement agreement is to be placed in the evaluation file(s) of any grievant or witness.

ARTICLE 4
LAYOFFS AND RECALL

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

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

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

As between two (2) employees, if one and two above are relatively equal, then seniority shall prevail.

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

ARTICLE 5
HEALTH AND SAFETY

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

5.2 Safety Committee. The PBA-Lts. will name one (1) employee to serve on a University Wide Safety Committee. Any individual selected to serve in this capacity will make appropriate scheduling arrangements, with management's approval, to ensure his/her attendance does not adversely affect operations.

5.3 Employee Health and Safety.

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

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

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

5.4 Vehicles and Equipment.

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

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

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

5.5 Firearms.

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

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

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

ARTICLE 6
LEARNING OPPORTUNITIES

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

ARTICLE 7
DUES DEDUCTION

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

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

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

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

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

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

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

ARTICLE 8
UNIFORMS AND EQUIPMENT

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

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

A. Gun belt, either 2 ¼ inches or 3 inches, as appropriate for the individual employee.

B. Firearm safety (snatch resistant) holster; and

C. Three (3) magazines and an approved case for spare ammunition.

8.3 Uniform Maintenance and Shoe Allowance. The University will provide employees who are furnished and required to wear by the University a uniform, a uniform maintenance allowance in the amount of $450.00 annually, unless laundry and dry cleaning facilities are available and the service is furnished by the University without cost to the employees. In addition, such employees shall receive a shoe allowance in the amount of $150.00 annually, unless shoes are furnished by the University.

8.4 Clothing Allowance. Employees assigned to full-time plain clothes positions shall receive a clothing allowance in the amount of $500.00 annually, and a shoe allowance in the amount of $150.00 annually, unless the shoes are furnished by the University.

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

8.6 Recreational Use Privileges. ~~All~~Upon request, all sworn law enforcement personnel covered by this Agreement shall receive an annual standard University Recreational Facility membership at no cost.~~—~~ If the membership is not used by the employee, it may be revoked.

ARTICLE 9
~~WAGES~~
Wages

9.1 General Wage Increases.

~~A. There will be no wage increase (0%) for~~ A. Fiscal Year ~~2007-08.~~2011-2012.

~~Each~~1. For fiscal year 2011-2012, each eligible bargaining unit employee shall receive a general across-the-board wage increase of two and one-half percent (2.5%) of their base rate of pay ~~for Fiscal Year 2008-09~~or Two Thousand Dollars ($2,000), whichever is greater, effective July 1, ~~2008.~~2010 Eligible employees shall have successfully passed their initial probationary period and are meeting performance standards/expectations. If an employee has a current performance evaluation of "~~Marginal~~Below or Consistently Below" in effect on the date of ratification, the employee shall not receive ~~a~~the general wage increase. To be eligible, the employee must ~~have been~~be continuously employed on or before July 1, ~~2007. In addition~~2009 and through the date of joint ratification. The across-the-board increase will be paid on the first pay period following July 1, 2011.

2. One percent (1%) of the total salaries of all members of the collective bargaining unit shall be pooled and distributed in accordance with the University Operational Excellence Award policy using the University Police Officers form. The pooled money shall be distributed only to bargaining unit members and shall be distributed as a one-time bonus. Bargaining unit members receiving the merit bonus shall not have the merit bonus change their base rate of pay. To be eligible, the employee must have successfully passed their initial probationary period and be continuously employed ~~through joint ratification of this Agreement. In the event~~on or before December 1, 2010. The merit bonus will be paid on the first pay period in December 2011.

B. Fiscal Year 2012-2013.

1. For fiscal year 2012-2013, each eligible bargaining unit employee shall receive a general across-the-board wage increase of two percent (2%) of their

base rate of pay. Eligible employees shall have successfully passed their initial probationary period and are meeting performance standards/expectations. If an employee has a current performance evaluation of "Below or Consistently Below" in effect on July 1, 2011, the employee shall not receive the general wage increase. To be eligible, the employee must be continuously employed on or before July 1, 2011. The across-the-board wage increase will be paid on the first pay period following July 1, 2012.

2. One percent (1%) of the total salaries of all members of the collective bargaining unit shall be pooled and distributed in accordance with the University Operational Excellence Award policy using the University Police Officers form. The pooled money shall be distributed only to bargaining unit members and shall be distributed as a one-time bonus. Bargaining unit members receiving the merit bonus shall not have the merit bonus change their base rate of pay. To be eligible, the employee must have successfully passed their initial probationary period and be continuously employed on or before December 1, 2011. The merit bonus will be paid on the first pay period in December 2012.

C. Fiscal Year 2013-2014.

1. For fiscal year 2013-2014, each eligible bargaining unit employee shall receive a general across-the-board wage increase of one percent (1%) of their base rate of pay. Eligible employees shall have successfully passed their initial probationary period and are meeting performance standards/expectations. If an employee has a current performance evaluation of "Below or Consistently Below" in effect on July 1, 2012, the employee shall not receive the general wage increase. To be eligible, the employee must be continuously employed on or before July 1, 2012. The across-the-board wage increase will be paid on the first pay period following July 1, 2013.

2. One percent (1%) of the total salaries of all members of the collective bargaining unit shall be pooled and distributed in accordance with the University Operational Excellence Award policy using the University Police Officers form. The pooled money shall be distributed only to bargaining unit members and shall be distributed as a one-time bonus. Bargaining unit members receiving the merit bonus

shall not have the merit bonus change their base rate of pay. To be eligible, the employee must have successfully passed their initial probationary period and be continuously employed on or before December 1, 2012. The merit bonus will be paid on the first pay period in December 2013.

9.2 Additional Wages Increases.

B. A. If the Florida Legislature or other fiscal sources provideprovides for a different or additional funding of wages or wage increases during Fiscal Year 2008-09described in this Article, the University and the Union agree that such increases will be administered in accordance with the applicable appropriation language. Any general across-the-boardadditional funding of wages or wage increaseincreases provided by the Legislature during any fiscal years 2008-09year covered by this Article shall count as credit towards the across-the-board increases increase and/or merit bonus described in this paragraphthe Article.

C. There will be no wage increase (0%) for Fiscal Year 2009-2010. In the event the Florida Legislature or other fiscal sources provide for a different or additional funding of wages or wage increases during Fiscal Year 2009-10, the University and the Union agree that such increases will be administered in accordance with the applicable appropriation language.

9.2 Additional Wages Increases.

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

ARTICLE 10
INSURANCE BENEFITS

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

ARTICLE 11
GROOMING STANDARDS

11.1 Hair on top of the head will be neatly groomed. The length or bulk of the hair will not be excessive or present a ragged, unkempt appearance. When combed, hair will not fall over the ears or eyebrows, or touch the collar, except for the closely cut hair on the back of the neck. The hair of uniformed members may touch the shirt collar but not fall below the collar's edge and may cover a portion of the ear. Long hair of female officers must be worn up in a neat, stylish manner which permits the wearing of the hat. Conspicuous barrettes, pins, or combs will not be worn.

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

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

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

ARTICLE 12
REPLACEMENT OF PERSONAL PROPERTY

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

12.2 Specific Reimbursement Allowances and Approvals.

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

(1) Watch - $75;

(2) Prescription eye wear - $200 (including any required examination);

(3) Other items – The Director shall have final authority to determine the reimbursement value of any items other than watches or prescription eye wear; and

(4) Total allowable per incident - $700.

B. Such reimbursement shall be with the approval of the Director. Approval shall not be unreasonably withheld.

ARTICLE 13
MANAGEMENT RIGHTS

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

13.2 The management of the Department personnel and the direction of its work force, including but not limited to the exclusive right: to determine whether all or any part of the operations covered by this Agreement shall commence, cease, continue, reduce or increase; to remove the operation or any part thereof to any location; to establish new jobs; to abolish or change existing jobs and to increase or decrease the number of jobs or employees; to change materials, processes, products, service, equipment, work schedules and methods of operation to introduce new materials, equipment, services or facilities; to assign work to be performed; to assign or reassign employees to shifts, increase or abolish shifts and rotate shifts; to require employees to work overtime; to establish and change hiring procedures; to set the work schedules; to transfer employees from job to job, shift to shift or campus to campus either on a permanent or temporary basis; to evaluate and direct the work of the employees covered by this Agreement; to maintain, enforce, rescind or change the University or Department policies, procedures, rules, orders, practices, and directives not inconsistent with this Agreement; to establish or change operational standards; to determine the services to be provided by the University and by law enforcement personnel; to lay off employees as provided in Article 4 of this Agreement; to establish requirements for employment; to promote and demote employees; and to have complete authority to exercise those rights and powers incidental thereto, including the right to alter or vary past practices as the University may determine to be necessary for the orderly and efficient operation of the Department.

The University's failure to exercise any right hereby reserved to it or its exercising any right in a particular way shall not be deemed a waiver of its right to exercise such right, nor preclude the University from exercising the same right in some other way not in conflict with the express provisions of this Agreement.

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

13.4 The Union agrees that its members shall comply with all University or Department rules, policies, and procedures, including those relating to conduct and work performance.

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

ARTICLE 14
TOTALITY OF AGREEMENT

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

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

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

ARTICLE 15
SAVINGS CLAUSE

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

ARTICLE 16
COMPLIANCE WITH RULES OR POLICIES

16.1 A PBA-Lts. designated representative will be advised in writing of any changes in the University personnel rules or policies impacting terms and conditions of employment within twenty-one (21) days prior to formal adoption.

16.2 The University may not amend its current personnel rules or policies applicable to the members of the bargaining unit if such a change would conflict with a term of this Agreement. In the event a change of personnel rules or policies does not conflict with a provision of this Agreement, but constitutes an otherwise change in terms or conditions of employment, the University shall notify the PBA-Lts. who may then request impact bargaining.

16.3 Any claim by an employee concerning the application of provisions of University personnel rules or policies shall not be subject to the Grievance and Arbitration Procedure of this Agreement, but shall be subject to the method of review prescribed by the personnel rules or policies of the University, or other appropriate administrative or judicial remedy.

ARTICLE 17
PERMANENT STATUS

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

ARTICLE 18
DURATION

The term of this Agreement shall be from July 1, ~~2007~~2011 through June 30, ~~2010~~2014 and the Agreement shall be effective as of the date of ratification.

IN WITNESS WHEREOF, the parties have set their signatures this _____ day of _____, ~~2009~~2011.

FOR THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES

_____
~~David Parker~~Albert Maury
Chairman

_____
~~Modesto A. Maidique~~
Mark B. Rosenberg
President

_____
~~Cristina L. Mendoza~~
Donald D. Slesnick, II, Esq.

Chief Negotiator

_____

FOR THE DADE COUNTY POLICE BENEVOLENT ASSOCIATION

_____
John Rivera
President

_____
~~Andrew M. Axelrad~~

~~General Counsel~~

_____
Mike Mattimore

~~Ricardo Torres~~

_____
Ricardo Torres
PBA-Lts. Employee Representative

Date ratified by the PBA-Lts.: ~~March 18, 2009~~ _____

Date ratified by the Board of Trustees: _____

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DADE COUNTY POLICE BENEVOLENT ASSOCIATION

LIEUTENANTS

LAW ENFORCEMENT BARGAINING UNIT

POLICIES

~~2007-2010~~2011-2014

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~~Access to Official Personnel Records~~

~~Purpose:~~

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

~~Policy:~~

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

~~When any personnel decisions are made, other than for faculty tenure and promotion, the only documents which may be used are those contained in the official personnel file. There will be separate files solely for tenure and promotion which will be kept by the departments or colleges.~~

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

~~All requests for employee information, including both, current or former employees, must be submitted in writing to the Division of Human Resources for production.~~

~~Copies of the records may be furnished upon request, at a cost of $0.15 per page.~~

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

~~Personal information of law enforcement personnel and their immediate family members are not considered public records and are exempt from the General State Policy on Public Records under Section 119 .07, F .S.~~

~~Advertising~~

~~Purpose:~~

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

~~Policy:~~

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

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

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

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

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

~~Alternative Work Site~~

~~Purpose:~~

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

~~Policy:~~

~~To be considered for an alternative work site option, employees should complete six (6) months of employment in the department instituting the arrangement, except when an alternative work site has been agreed upon as a condition of employment and referenced on the offer letter.~~

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

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

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

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

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

~~Alternative work site options shall not be used as a substitute for dependent or child care.~~

~~Employees who participate in alternative work site options are expected to make dependent and child care arrangements during the period they will be working at home.~~

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

~~Animals in the Workplace~~

~~Purpose:~~

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

~~Policy:~~

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

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

~~Anonymous Complaints~~

~~Purpose:~~

~~To establish a policy on the handling of anonymous complaints.~~

~~Definition:~~

~~Complaint - A complaint is an expression of dissatisfaction or concern related to a workplace situation. It does not apply to discrimination or sexual harassment as other processes are available to address such issues. See FIU-104.~~

~~Policy:~~

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

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

~~Approval of Perquisites~~

~~Purpose:~~

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

~~Definition:~~

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

~~Policy:~~

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

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

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

~~Bereavement Leave~~

~~Purpose:~~

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

~~Definition:~~

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

~~Policy:~~

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

~~Business-Related Travel~~

~~Purpose:~~

~~To compensate non-exempt employees traveling on University business.~~

~~Policy:~~

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

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

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

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

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

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

~~Catastrophic Pool~~

~~Purpose:~~

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

~~Definition:~~

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

~~Policy:~~

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

~~Hours may be donated in increments of eight (8) and must not exceed 80 hours in 36-month period. The donating employees' remaining balance cannot fall below 80 hours. The total maximum amount of hours that an employee can receive is 480 in a 12-month period.~~

~~Leave time used may be counted towards Family Medical Leave Act (FMLA) leave.~~

~~Children in the Workplace~~

~~Purpose:~~

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

~~Policy:~~

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

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

~~Supervisors may grant permission for a temporary, unforeseen emergency, but no parent can have a child in the workplace without the supervisor's permission or use the workplace as an alternative to childcare or for any other purpose. If bringing a child to work with the employee is unavoidable, the employee must obtain permission from his/her supervisor to have the child accompany the employee while working. Factors the supervisor will consider are the age of the child, how long the child needs to be present, the work environment in the employee's area, and any possible disruption to the employee's and co-worker's work. When authorized, the accompanying adult must supervise the child at all times.~~

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

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

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

~~Institutional computers are University property and vital equipment, intended for use only by employees and in the course and scope of assigned duties.~~

~~Computers are not to be used as a toy or entertainment for visiting children. The University does not accept any liability for injuries to children who are on campus in violation of this policy.~~

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Compressed Work Schedule

Purpose:

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

Policy:

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

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

All full-time employees must work a 40-hour week (or 80-hours each pay period).

Eligible employees must obtain permission from their respective supervisor and final approval from Human Resources.

Operational requirements must be met.

Service to the customer must be maintained or improved.

Costs to the university will not be increased.

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

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

Compressed workweek schedules must be set (not varying from pay period to pay period), but may be any of the following for a two (2) week pay period:

- Four (4) ten-hour days each week, with a work day off each week
- Four (4) nine-hour days and one (1) four-hour work day off each week (one (1) afternoon or morning off each week)

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

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

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

All requests must be in writing.

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

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

~~Confidentiality Agreements~~

~~Purpose:~~

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

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

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

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

~~Confidentiality, Nondisclosure and~~
~~Computer Practice Agreement~~

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

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

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

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

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

~~I am fully aware that as a University employee, I am likely to have access to students' records. The federal law known as the Family Educational Rights and Privacy Act (FERPA) and Section 1002.22 of the Florida Statutes, prohibit the University from disclosing students' "educational records" without the student's consent or a properly served and issued subpoena. Generally, any information which relates to a student's attendance at the University is an educational record including, but not limited to,~~

~~grades, transcripts, medical information, scholarship and financial reports, and the like. Further, such information may not be disclosed to the student's parent unless the student is dependent of the parents as defined by federal law. I am aware that I must seek advice before releasing any information about any University student to anyone other than the student. I should refer inquiries about student record to the Registrar's Office or the Office of the General Counsel.~~

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

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

~~Employee Signature Date~~	~~Witness Date~~

~~Conflict of Interest~~

~~Purpose:~~

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

~~Definition:~~

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

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

~~Policy:~~

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

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

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

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

~~Death of an Employee~~

~~Purpose:~~

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

~~Policy:~~

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

~~Direct Deposit~~

~~Purpose:~~

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

~~Policy:~~

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

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

Disciplinary Actions

Purpose:

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

Definitions:
Severe Disciplinary Actions - defined as suspensions, demotions and involuntary terminations.
Suspension - occurs when an employee is taken off duty for a day or more without pay.
Involuntary Demotion - occurs when an employee is involuntarily subjected to a reduction in pay and higher functioning duties are permanently removed resulting in a lower level position.
Involuntary Termination - occurs when an employee is permanently separated from University employment.

Policy:

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

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

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

~~Dual Employment and Compensation~~

~~Purpose:~~

~~To administer the approval of additional University employment and compensation.~~

~~Policy:~~

~~All employees may be approved for secondary employment which constitutes dual employment provided such employment does not interfere with the regular work of the employee, and does not result in any conflict of interest between the two (2) activities, and is determined as being in the best interest of the University.~~

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

~~The University is considered "the employer," whether the secondary duties are performed for the primary department, or for another department at the University.~~

~~Educational Incentive Awards~~

~~Purpose:~~

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

~~Policy:~~

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

~~Course of study should be relevant to the position and/or departmental needs. Participation by the employee should be pre-approved by the Department Head.~~

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

~~The Educational Incentive Award is paid as a one-time bonus upon submission of proof of completion as follows:~~

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

~~Employment Offers~~

~~Purpose:~~

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

~~Policy:~~

~~All offers of employment will be centrally administered by the Division of Human Resources. The signed, original Offer of Employment becomes a permanent part of the employee's personnel file.~~

~~Exit Reviews~~

~~Purpose:~~

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

~~Policy:~~

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

- ~~Exit Review Questionnaire, and~~
- ~~Separation Clearance Form~~

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

~~Firearms and Dangerous Weapons~~

~~Purpose:~~

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

~~Policy:~~

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

- ~~Law enforcement officers who are in uniform.~~
- ~~University law enforcement personnel.~~

- ~~Faculty in the performance of instructional or research responsibilities, only with written approval from the Provost and previous notification to the University's Chief of Police.~~

~~All persons, except for those exempted above, are prohibited from possession, storage, manufacturing, or use of a dangerous implement, including but not limited to, firearms, destructive devices, explosives, slingshots, weapons, tear gas guns, electric weapons or devices and fireworks, on any property owned, used or under the control of Florida International University.~~

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

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

Flexible Work Schedule (Flextime)

Purpose:

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

Policy:

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

Flextime may occur up to two (2) hours before and two (2) hours after the employee's regular schedule.

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

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

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

~~FMLA, Parental and Medical Leave~~

~~Purpose:~~

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

~~Policy:~~

~~Family Medical Leave Act (Applies to all Employees)~~

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

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

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

~~To be eligible for FMLA leave, an employee must:~~

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

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

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

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

~~Parental Leave (Excludes Temporary and Student Workers)~~
~~While an employee is on parental leave, the University will continue paying the matching portion of the employee's health and basic State life insurance premiums up to six months during the leave period.~~

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

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

~~For parental leave, documentation must be provided by the employee's doctor or spouse's doctor of the expected due date. Parental leave may begin no more than two (2) weeks prior to the delivery date.~~

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

~~Medical Leave (Excludes Temporary and Student Workers)~~

~~While an employee is on medical leave, the University will continue paying the matching portion of the employee's health and basic State life insurance premiums up to six (6) months during the leave period.~~

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

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

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

Holidays

Purpose:

To establish holidays observed by the University.

Policy:

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

The approved Holidays are:

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

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

Any employee who is in non-pay status for the entire day before a holiday shall not be eligible to receive payment for the holiday.

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

The University President will designate two (2) days towards a Winter Break between the end of the fall semester and the beginning of the spring semester of each year. The two days will be designated based on University needs and schedules. Eligible employees who are required to work during the Winter Break will be granted the same number of days as those of the approved Winter Break to be taken before June 30th of that fiscal year.

~~1-9 Requirements~~

~~Purpose:~~

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

~~Policy:~~

~~All employees must complete an 1-9 (Employment Eligibility Verification) form within the first three days of employment.~~

~~An employer found to have recruited or employed an unauthorized alien for employment in the United States, shall be subject to pay a civil fine. An employer can be fined not less than $275 and not more than $2,200, for each unauthorized alien for the first offense. An employer can be fined from $2,200 and $5,500 per unauthorized alien for a second offense, and between $3,300 and $11,000 for each third or subsequent offense.~~

~~Information Technology Security~~

~~Purpose:~~

~~To provide guidelines for information technology security~~

~~Policy:~~

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

~~Protecting University's resources is a critical part of its mission.~~
~~If you have any concerns about using or protecting information or Information Technology Resources to which you have access or control, you should contact the IT Security Office, Security@fiu.edu.~~

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

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

~~Enforcement~~

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

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

~~Compliance~~

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

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

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

~~Federal Laws:~~

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

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

~~Credit Card Fraud, 18 U.S.C. § 1029~~

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

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

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

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

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

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

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

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

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

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

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

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

~~Florida Laws:~~

~~Computer Crimes Act, Fla. Stat. §§ 815.01 *et seq.*, §§ 775.082-084~~
~~Computer Pornography and Child Exploitation Prevention Act of 1986, Fla. Stat. §§ 847.0135 *et seq.*~~
~~Florida Public Records Act, Fla. Stat. Chapter 119~~

~~Helpful Links~~~~:~~

~~Official Web site for the U.S. Patent and Trademark Office,~~

www.uspto.gov/main/trademarks.htm

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

Information on the Fair Use Doctrine:
U.S. Copyright Office, Circular 21, Reproduction of Copyrighted Works by Educators and Librarians, www.copyright.gov/circs/circ21.pdf

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

www.copyright.gov/fls/fl102.html

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

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

Information on FERPA:
www.ed.gov/policy/gen/guid/fpco/ferpa/

University IT Policies
University Code of Computing Practice, http://uts.fiu.edu/index.cfm?action=code

Universitynet Acceptable Use Policy, http://uts.fiu.edu/index.cfm?action=acceptpolicy

University Academic Affairs Policies & Procedures Manual,
http://www.fiu.edu/provost/polman/sec11web.html#11.00

IT Security Policies
http://Security.fiu.edu
Confirmation

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

Panther ID _____

User Name _____

~~Internal Recruitment, Promotions, Demotions & Transfers~~

~~Purpose:~~

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

~~Policy:~~

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

~~Decisions regarding the career mobility of employees will be based on job-related factors such as their ability to meet the minimum requirements of the position, perform the essential functions of the position, past performance in their current position and the level of experience within the current position.~~

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

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

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

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

~~An employee being promoted will have his/her salary set in accordance with University's Compensation Guidelines.~~

~~Demotion~~
~~The downward mobility of an employee from one position to another position with a lesser degree of responsibility and a lower salary range maximum.~~

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

~~An employee being demoted will have his/her salary adjusted in accordance with FIU's Compensation Guidelines.~~

~~**Transfer**~~

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

~~An employee being transferred usually maintains their current salary.~~

Jury Duty and Court Appearances

Purpose:

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

Policy:

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

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

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

~~Learning Opportunities~~

~~Purpose:~~

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

~~Policy:~~

~~All employees shall participate in a minimum of twenty (20) hours of professional development per calendar year. This development occurs during regularly scheduled work time, and must be approved by the Dean, Director, or Department Head.~~

~~All employees are expected to have a Learning Goal established in their annual performance discussion with their immediate supervisor. Professional development can take the form of attendance in in-house learning programs provided by the Division of Human Resources – Department of Organization Development and Learning, participation in external workshops and conferences, or other department-specific training.~~

~~Included in the expected twenty (20) hours of professional development are any programs that may be required by the University, such as the New Employee Experience, Sexual Harassment Awareness & Prevention, Performance Development Process (PDP), Supervisory Excellence, and others. Attendance in programs for professional certifications, licensures, etc. will also count towards the 20 hours of professional development.~~

Leave Pending Investigation

Purpose:

To establish a policy on granting leave pending an investigation.

Definition:

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

Policy:

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

Neutral, Internal Resolution of Policy Disputes~~Loyalty Oath~~

~~Purpose:~~

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

~~Policy:~~

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

~~Applies to Law Enforcement Personnel:~~

~~All employees appointed to sworn positions shall take and subscribe to the following "Canon of Law Enforcement Ethics":~~

~~"As a Law Enforcement Officer, my fundamental duty is to serve mankind; to safeguard lives and property; to protect the innocent against deception, the weak against oppression or intimidation and the peaceful against violence or disorder; and to respect the Constitutional right of all men to liberty, equality and justice."~~

~~Military Leave~~

~~Purpose:~~

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

~~Policy:~~

~~An employee, except an employee in a temporary position, who is drafted, volunteers for active military service, or who is ordered to active duty shall be eligible for military leave.~~

~~An employee shall receive their full pay in addition to their military pay for the first thirty (30) days of active duty. After the initial thirty (30) days, the law allows those on active duty to receive the necessary pay to fill any gap between their military and civilian pay and continue their existing benefits. Leave payment of this type shall be made only upon military authority that thirty (30) days of military service have been completed.~~

~~Upon Separation from the military service, the employee shall be eligible to return to the former position held or a different position in the same class in the same geographic location provided the employee is honorably discharged.~~

~~Nepotism~~

~~Purpose:~~

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

~~Definition:~~

~~For the purpose of this policy, "relationship" is defined as individuals related by blood, marriage, adoption (e .g . father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother or half-sister, Florida Statute Section 12.3135(1)(d)); a person a public employee intends to marry, or with whom the public employee intends to form a household, or any other natural person having the same legal residence as the public employee, Florida Statute Section 112 .312, Code of Ethics; domestic partnership, dating, or other personal relationship in which objectivity might be impaired. "Line of authority" is defined as authority extending vertically through one or more organizational levels of supervision or management.~~

~~Policy:~~

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

~~Individuals should not be employed in a department or unit, which will result in a subordinate-supervisor relationship between such individuals and any related individual as defined above through any "line of authority." Related individuals, as defined by this policy, may not be supervised or work in the same division, department, or unit without prior approval from the Vice President of Human Resources.~~

~~Neutral, Internal Resolution of Policy Disputes~~

Purpose:

To establish and maintain a process for resolving disputes concerning BOT-PBA-~~LTS Policies~~Lts Policies attached to the BOT-PBA-Lts Agreement and applicable University Policies that impact the terms and conditions of employment of the PBA-Lts unit members (the "Policies"). This policy covers any discipline involving a written reprimand, suspension, demotion, or involuntary termination.

Policy:

1. Policy/Informal Resolution.

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

2. Resort to Other Procedures and Election of Remedy.

~~(~~The commencement of legal proceedings against University in a~~)~~ court of law or equity, or before the Public Employee Relations Commission, for misapplication or misinterpretation of the terms of any Policy, shall be deemed an election of remedy and shall be a waiver by the party commencing the proceeding of its/their right to resort to the Policy Dispute Resolution Process and any complaint that has already been filed over the same subject will be dismissed. The filing of a complaint constitutes a waiver of any rights to judicial review of agency action pursuant to Chapter 120, Florida Statutes, or to the review of such actions under other University procedures ~~that may otherwise be~~ available to address such matters. ~~For rights or benefits that are~~ The commencement of proceedings pursuant to Section 120.57, Florida Statutes, for misapplication or misinterpretation of the terms of any Policy shall be deemed an election of remedy and shall be a waiver by the party commencing the proceeding of its/their right to resort to the Policy Dispute Resolution Process and any complaint that has already been filed over the same subject will be dismissed. Except as otherwise specifically provided ~~exclusively by a BOT-PBA-LTS Policy this neutral, internal dispute resolution procedure shall be~~ , the Policy Dispute Resolution Process is the sole ~~review mechanism. Only those acts or omissions and sections of the BOT-PBA-LTS Policies~~

~~identified at the initial filing may be considered at subsequent steps.~~

~~(b) Except where an employee files a grievance alleging~~remedy for any alleged violations of ~~the BOT-PBA-LTS Agreement in connection with the same act or omission pursuant to the Grievance and Arbitration provisions of the BOT-PBA-LTS Agreement, if prior to seeking resolution of a dispute by filing a complaint hereunder, or while the Policy Dispute Resolution process is in progress, an employee requests, in writing, the same remedy of the matter in any other forum, whether administrative (including the Public Employees Relations Commission) or judicial, the University shall have no obligation to entertain or proceed further with the complaint pursuant to this Policy. As an exception to this provision, a complainant may file an EEOC charge while a complaint is in progress when such filing becomes necessary to meet federal filing guidelines pursuant to 42 U.S.C. §2000e et. seq. Further, since the parties do not intend that this Neutral, Internal Resolution of Policy Disputes procedure be a device for appellate review, the President's response to a recommendation of a hearing officer or other individual or group having appropriate jurisdiction in any procedure other than the Neutral, Internal Resolution of Policy Disputes procedure shall not be an act or omission giving rise to a complaint under this Policy.~~ any Policy.

In the event that the complaint involves an act or omission which could be handled by either this Policy or the Grievance and Arbitration Procedure (Article 3), the filing of a complaint under this Policy constitutes a waiver of the filing of a grievance under the Article.

3. Definitions and Forms~~. As~~ as used in this Policy:

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

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

(c) Complaint Forms. The "complaint forms" constitue the Complaint (the "Step 1 form"), Request for Step 2 Review (the "Step 2 form"), and Notice of Demand for Internal Policy Dispute Resolution by a Panel (the "Step 3 form"). The parties may agree to consolidate complaints of a similar nature to expedite the review process. In a consolidated complaint, one appropriate Form may be attached, bearing the signatures of the complainants~~.~~

~~(c) Complaint Forms. Each Complaint, Request for Step 2 Review, and~~

~~Notice of Demand for Internal Policy Dispute Resolution by a Panel must be submitted in writing on the appropriate forms attached to this Policy and Appendix B, and shall be signed by the complainant(s). All complaint forms shall be dated when the complaint is received. If there is difficulty in meeting any time limit, the PBA-LTS representative may sign such documents for the complainant; however, complainant's signature shall be provided prior to the Step 2 meeting.~~

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

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

(f) University Representative. The term "University Representative" means the Director of Employee Labor Relations or designee.

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

5. Representation. The PBA ~~LTS~~ shall have the exclusive right to represent any employee in a complaint filed hereunder~~,~~ unless an employee elects self-representation or to be represented by legal counsel. If an employee elects not to be represented by the PBA ~~LTS~~, the University shall promptly inform the PBA ~~LTS~~ in writing of the complaint. No resolution of any individually processed complaint shall be inconsistent with the terms of any applicable ~~BOT-PBA-LTS~~ Policy ~~or the BOT-PBA-LTS Agreement~~, and for this purpose, the PBA ~~LTS~~ shall have the right to have an observer present at all meetings called for the purpose of discussing such complaint and shall be sent copies of all decisions at the same time as they are sent to the other parties.

6. Complaint Representatives. The PBA ~~LTS~~ shall annually furnish to the University a list of all persons authorized to act as complaint representatives and shall update the list as needed. The PBA ~~LTS~~ complaint representative shall have the responsibility to meet all ~~classes, office hours, and other~~ duties and responsibilities incidental to the assigned workload. Some of these activities are scheduled to be performed at particular times. Such representative shall have the right during times outside of those hours scheduled for these activities to investigate, consult, and prepare complaint presentations and attend complaint hearings and meetings. However, such investigations and consultations will not interfere with the normal operations of the University. Should any complaint hearings or meetings necessitate the rescheduling of assigned duties, the representative may, with the approval of the ~~appropriate administrator~~Chief of Public Safety or designee, arrange for the fulfillment of such duties. Such approval shall not be unreasonably withheld.

7. Appearances.

(a) When ~~an employee~~ a complainant and/or complaint representative

participates in one of the steps in the Policy Dispute Resolution Process during scheduled hours ~~in a neutral policy dispute resolution proceeding or in~~ or in a meeting ~~between~~among the complainant, the complainant representative, complainant's counsel or PBA ~~LTS~~ representative and the University, ~~that employee's~~the complainant and/or complaint representative's compensation shall neither be reduced nor increased for time spent in those activities.

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

~~**Procedures:**~~

~~A. Filing.~~

~~(1) A complaint shall be filed with the Vice President of Human Resources or his/her designee at Step 1 within fourteen (14) days following the act or omission giving rise thereto, or the date on which the employee knew or reasonably should have known of such act or omission if that date is later. The complainant may amend the Step 1 Form one time prior to the Step 2 meeting. Only those acts or omissions and sections of BOT-PBA-LTS Policy identified at the Step 1 filing as amended in accordance with this paragraph may be considered at subsequent Steps.~~

~~(2) The filing of a complaint constitutes a waiver of any rights to judicial review of agency action pursuant to Chapter 120, Florida Statutes, or to the review of such actions under University procedures which may otherwise be available to address such matters.~~

~~(3) An employee may seek redress of a salary action alleged to be unsupported by performance or job related criteria by filing a complaint under the provisions of the Policy. An act or omission giving rise to such a complaint may be the employee's receipt of salary during any pay period, but in no case shall the Panel's award of back salary be retroactive to a date earlier than the date of that act or omission, or twelve months from the date the complaint is filed, whichever is less.~~

8. Time Limits~~.~~; Date of Receipt.

All time limits in this Policy may be extended by mutual agreement of the parties in writing. For the purpose of determining deadlines for actions as set forth in this Policy, the parties agree that, if said deadline falls on a weekend or University recognized holiday, the deadline for said action shall be on the following business day. Mutual agreement may be evidenced by e-mail exchanges. ~~If the University fails to provide a Step 2 decision within the time limits provided in this Policy due to a University-caused delay, the University shall pay all costs of the Neutral, Internal Resolution of Policy Disputes by a Panel ("Step 3") should the PBA-LTS elect to take~~

~~the complaint to neutral, internal policy dispute resolution by a Panel.~~ Upon the failure of the complainant or the PBA~~-LTS~~, where appropriate, to file an appeal within the time limits provided in this ~~article~~Policy, the complaint shall be deemed to have been resolved at the prior step. ~~The "end of the day" shall mean 5 PM.~~

~~B.~~ The date of receipt shall not be included in the count of days. All complaint forms shall be dated when the complaint is received by the applicable University offical described below depending on the step. Compliance with any time limit under this Policy shall be determined by the date-stamped receipt executed by the office receiving the complaint or the ~~decision, or by the date of the mailing as indicated by the postmark.~~person receiving the decision. If there is difficulty in meeting any time limit in Step 1 or Step 2, the PBA representative may sign such documents for the complainant, however, complainant's signature shall be provided prior to the Step 2 meeting.

~~C.~~

Procedures:

1. Step 1.

~~All complaints shall be placed in Step 1 informal resolution status for fourteen (14) days unless both the University and PBA-LTS agree otherwise. During the Step 1 informal resolution period, efforts to resolve the complaint informally shall be made. Upon request of the complainant, complainant's representative, or the appropriate administrator, the University representative shall, during the Step 1 informal resolution period, arrange an informal meeting between the appropriate administrator and the complainant. The complainant shall have the right to representation by the PBA-LTS or legal counsel during attempts at informal resolution of the complaint. Any party bringing legal counsel to the informal meeting shall provide at least five (5) days advance written notice to all other parties. If the complaint is not satisfactorily resolved during the Step 1 informal resolution period, the complainant may give written notice to the President or designee requesting Step 2 review within fourteen (14) days from the expiration of the Step 1 period. If the complainant does not request a Step 2 review within fourteen (14) days from the expiration of the Step 1 informal resolution period or any extension of that period, the complaint shall be deemed informally resolved to the complainant's satisfaction and need not be processed further.~~

D. Step 2.

(1) Meeting. The President or designee and the complainant and/or the complainant's representative shall meet no sooner than ten (10) days and no later than thirty (30) days following receipt of the complainant's request for a Step 2 meeting.

An employee having a complaint about the application of Policy provision shall file a fully executed Step form 1 form with his/her supervisor within seven (7) days of the act or omission giving rise to the complaint or the date on which the employee knew or reasonably should have known of such act or omission if that date is later. The Step 1 form (attached) must be submitted in writing and shall be signed by the complainant(s). Discussions will be informal for the purpose of settling differences in the simplest and most effective manner. The supervisor shall communicate a decision in writing to the complainant and/or complainant's representative within ten (10) days from the date the complaint was presented to him/her. Failure of the supervisor to timely respond shall be considered a denial of the complaint and shall entitle the complaint to appeal to Step 2.

2. Step 2.

(a) Filing. If the complaint has not been satisfactorily resolved at the Step 1 or if the supervisor has failed to respond within the Step 1 deadlines, the complainant or the PBA may (upon request of the complainant) proceed to Step 2 by filing a fully executed Step 2 form (attached). The Step 2 form must be filed the Vice President of Human Resources or designee within seven (7) days after receipt of the Step 1 decision by the complainant and/or complainant's representative or when the answer was due in the Step 1 process.

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

(a

(1) Documents. In advance of the Step 2 meeting, the complainant shall have the right, upon written request to the Vice President of Human Resources or designee, to a copy of any identifiable documents relevant to the complaint.

(2) Decision. The Vice President for Human Resources or designee shall issuenotify the complainant of a written decision, stating the reasons therefore, to complainant's Step 2 representative within fifteen (15 in writing no later than seven (7) days following conclusion of the Step 2 meeting. A copy of the decision shall be sent to the complainant, to the complainant's representative, and tothe PBA LTS (if complainant elected self-representation or representation by legal counsel.

(b) Documents. The). Failure of the Vice President for Human Resources or designee shall make available to the complainant or the complainant's representative all documentation referenced in the timely respond shall be considered a denial of the complaint and shall entitle the complainant to appeal to Step 3. If the University fails to provide a Step 2 decision prior to its issuance. All documents referred to in the within the time limits provided in this Policy due to a University-caused delay, the University shall pay all costs of the Step 2 decision and any additional documents presented by the complainant shall be attached to the decision, together with a list of these documents. In advance of the Step 2 meeting, the complainant shall have the right, upon written request, to a copy of any identifiable documents relevant to the complaint. 3 process should the PBA elect to take the complaint to that step.

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

(1 (a) Filing.

(a) If the complaint has not been satisfactorily resolved at Step 2, PBA LTS or the Vice President of Human Resources or designee has failed to respond within the Step 2 deadlines, the complainant or the PBA may, (upon the request of the complainant,) proceed to Neutral, Internal Resolution of Policy Disputes by a PanelStep 3 by filing a written notice of the intent to do so. Notice of intent to proceed to Neutral, Internal Resolution of Policy Disputes by a Panel fully executed Step 3 form (attached). The Step 3 form must be filed with the Vice President of Human Resources or designee within fourteen (14seven (7) days after receipt of the Step 2 decision by the complainant and/or complainant's Step 2 representative and shall be signed by the complainant and PBA LTSor when the answer was due in the Step 2 process. The complaint may be withdrawn by the complainant or by the PBA LTS representative at any point prior to issuance of the Panel's decision.
(b) Issues of Applicability. The parties shall stipulate to the issue(s) prior to the hearing before the Panel. If the parties are unable to stipulate to the issue(s) prior to such hearing, the parties shall proceed to a hearing on applicability by providing written notification to the Vice President of this procedure based on either procedural or substantive concerns ("applicability"). Issues of applicability shall be bifurcated from the substantive issues and, whenever possible, determined by means of a hearing conducted by conference call. The Panel shall have ten (10) days from the hearing to render a decision on applicabilityHuman Resources or designee. If the process is judged to be applicable to the complaint, the Panel shall then proceed to hear the substantive issue(s) in accordance with the provisions of this Policy.
(2) Criteria for Selecting

(b) Selection of the Panel Members.

~~(a)~~

Within seven (7) days after receipt of the Step 3 form, representatives of the University and the PBA shall designate their representatives to the Panel using the method described below.

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

~~(b)~~

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

~~(c)~~

(3) The third member of the Panel shall be a current educator at other educational institutions, fully retired University faculty or administrators, or professional mediators ~~or arbitrators. Any~~. Each party shall provide the other party with a list of five (5) potential members for the third member of the Panel. Each party shall alternatively strike a potential Panel member from the list until one remains with a coin toss used to determine which party strikes first.

If the person chosen to be the third member of the Panel ~~who~~ is not a professional labor ~~arbitrator~~mediator, he or she shall complete training to qualify as a professional labor ~~arbitrator~~mediator prior to ~~being selected to serve~~serving unless this requirement is waived in ~~a dispute resolution~~writing by the parties. The costs of such training will be shared equally by the University and the PBA ~~LTS~~. No person involved in any business, employment or other relationship with the University that could reasonably be presumed to create a conflict of interest with that person's obligations as a neutral ~~arbiter~~mediator of disputes involving the University shall be eligible for inclusion as the third member of the Panel.

~~(d~~

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

~~(3) Selection of a Panel.~~

~~(a) Within fourteen (14) days after receipt of a notice of intent to proceed to neutral, internal policy dispute resolution, representatives of the University and the PBA-LTS shall designate their representatives to the Panel.~~

~~(b)~~

(d) The appointees to the Panel pursuant to (a) above, shall select the third member of the Panel who shall meet the criteria set forth in 2(c).

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

(d) The hearing by the Panel shall be held within sixty (60) days following the selection of the Panel.

(4

(e) Authority of the Panel.

(a

(1) Only complaints based on events or occurrences which occur after the date of the execution of the current collective bargaining agreement with the parties (the "Agreement") can be processed under this Policy. After the expiration of the current Agreement, there is no duty upon the University to process any complaint unless the facts upon which the complaint is based occurred prior to the expiration of the Agreement. The Panel shall not receive into evidence nor rely upon any past practices that occurred after the date of the execution of the current Agreement.

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

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

(b

(4) Where an administratora University official has made a judgment involving the exercise of discretion, such as decisions regarding promotion under the BOT-PBA-LTS Promotion Policy, the Panel shall not substitute its judgment for that of the administratorUniversity official. Nor shall the Panel review such decision except for the purpose of determining whether the decision has violated BOT-PBA-LTSa Policy.

(c (5) If the Panel determines that a BOT-PBA-LTS Policy has been violated, the Panel shall direct the University to take appropriate action. The Panel may award back salary where the Panel determines that the employee is not receiving the appropriate salary from the University, but the Panel may not award other monetary damages or penalties. The Panel's award may be retroactive based on the equities

each case may demand, but in no case shall an award be retroactive to a date earlier than thirty (30) days prior to the date the complaint was originally filed under this Policy.

(5 (f) Conduct of Hearing.

The Panel shall hold the hearing in Miami-Dade County, unless otherwise agreed by the parties. in writing. The hearing shall commence within twenty-five (25sixty (60) days of all Panel members' acceptance of selection, or as soon thereafter as is practicable, and . The parties shall stipulate to the issue(s) prior to the hearing before the Panel. If the parties are unable to stipulate to the issue(s) prior to such hearing, the parties shall proceed to a hearing on applicability of this procedure based on either procedural or substantive concerns ("applicability"). Issues of applicability shall be bifurcated from the substantive issues and, whenever possible, determined by means of a hearing conducted by conference call. The Panel shall have ten (10) days from the hearing on applicability to render a decision on the applicability issues. If the process is judged to be applicable to the complaint, the Panel shall then proceed to hear the substantive issue(s) in accordance with the provisions of this Policy.

The Panel shall issue the decision within thirty (30) days of the close of the hearing on the substantive issue(s) or the submission of briefs, whichever is later, unless additional time is agreed to by the parties. in writing. The decision shall be in writing and shall set forth findings of fact, reasoning, and conclusions on the issues submitted. Except as expressly specified in this Policy, the provisions of the Florida Arbitration Code, Chapter 682, Florida Statutes, shall not apply. Except as modified by the provisions of this Policy, Neutral, Internal Resolution of Policy Disputes by a Panel, proceedings shall be conducted in accordance with the Labor Arbitration Rules and Procedures of the American Arbitration Association.

(6

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

(7

(h) Venue. For purposes of venue in any judicial review of a Panel's decision issued under this Policy, the parties agree that such an appeal shall be filed in the courts in Miami-Dade County, Florida, unless both parties specifically agree otherwise in a particular instance. In an action commenced in Miami-Dade County, neither the University nor the PBA LTS will move for a change of venue based upon the defendant's residence in-fact if other than Miami-Dade County.

(8

(i) Fees and Expenses. All fees and expenses of the Neutral, Internal Resolution of Policy Disputes by a Panel shall be divided equally between the parties, unless mutually agreed otherwise in writing. Each party shall bear the cost of preparing and presenting its own case. However, in the event the complaint is withdrawn after the selection of the Panel, the party withdrawing the complaint shall be responsible for the

full cost of the Panel's fee (if any) unless otherwise mutually agreed by the parties in writing. Expenses of obtaining a hearing room, if any, shall be equally divided between the parties. The cost of the written transcript, if requested by both parties, will be shared by both parties.

8.

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

(k) The complainant or the PBA shall have only one opportunity to amend or supplement the complaint. No complaint can be amended or supplemented after Step 2.

4. Provisions Applicability to the Policy.

(a) Filings and Notification. With the exception of Step 2 decisions, all All documents required or permitted to be issued or filed pursuant to this Policy may be transmitted by fax, United States mail by certified mail with return receipt requested, or any other recognized delivery service (note:that provides documentation of delivery to the recipient. An e-mail is not an acceptable form of delivery). Step 2 decisions shall be transmitted to the complainant's representative(s) by personal delivery with written documentation of receipt or by certified mail, return receipt requested. unless otherwise noted in this Policy.

9.

(b) Precedent. No complaint informally resolved, or complaint resolved at either Step 1 or 2, or by using this Policy Dispute Resolution Process shall constitute a precedent for any purpose unless agreed to in writing by the University or representative and the PBA-LTS acting through itsVice President of Human Resources or designee.

10. Processing.

(a) The filing or pendency of any complaint or request for Neutral, Internal Resolution of Policy Disputes by a Panel under this Policy shall not operate to impede, preclude, or delay the University from taking the action complained of. Reasonable efforts, including, the shortening of time limits when practical, shall be made to conclude the processing of a complaint prior to the expiration of the complainant's employment, whether by termination or failure to reappoint. An employee with a pending complaint will not continue to be compensated beyond the last date of employmentcomplainant, and PBA.

(b) Nothing shall authorize the University or its representative to refuse consideration of a complaint on the assertion that it was not timely filed or processed in accordance with this Policy.

11.

(c) Reprisal. No reprisal of any kind will be made by the University or the

PBA-LTS against any complainant, any witness, any PBA-LTS representative, or any other participant in the Neutral, InternalPolicy Dispute Resolution of Policy Disputes procedureProcess by reason of such participation.

12.

(d) Records. All written materials pertinent to a complaint shall be filedmaintained separately from the evaluation file of the complainant or witnesses, except (a(1) at the request of the complainant or witness that specific materials be included in his or her own evaluation file, or (b2) where the terms of the decision or a settlement direct that a copy of the decision or settlement agreement be placed in the evaluation file of a complainant or witness. All decisions or settlement agreements resulting from complaints processed pursuant to this Policy shall specify whether or not a copy of the decision or settlement agreement is to be placed in the evaluation file(s) of any complainant or witness.

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

(a) The period for informal resolution of a dispute alleging a violation of the provisions of the BOT-PBA-LTS Policy on Conflict of Interest and Outside Activity shall be five (5) days from the date the complaint is filed. Such a If not resolved by the supervisor by that date, the dispute shall be heard at Step 2 by the Vice President of Human Resources or designee no more than seven (7) days after a request for a Step 2 review has been filed. The Vice President of Human Resources or designee shall issue a Step 2 decision no more than three (3) days after the Step 2 meeting.

(b) A request for resolution by a Neutral Panelistthe Step 3 Panel shall be filed with the Vice President of Human Resources or designee within fourteen (14seven (7) days after receipt of the Step 2 decision. A Neutral Panelist or if the supervisor has failed to respond within the Step 1 deadlines. The Step 3 Panel shall be selected by the parties from the Neutral Pool, or by mutual agreement from outside the Neutral Pool,using the same process as for Step 3 no more than fourteen (14seven (7) days after a request for a resolution by a Neutral Panelist is received. Selection shall be by mutual agreement or by striking names from the Neutral Pool. Each side shall have two strikes. Unless the parties mutually agree to one of the remaining two panelists, a flip of the coinThe Step 3 Panel will determine which of the two panelists shall hear the complaint. The order of striking shall be determined by the flip of a coin. The Neutral Panelisthold a hearing within seven (7) days after being selected. The Sep 3 Panel shall issue a memorandum of decision within seven (7) days following the conclusion of the Neutral PanelistStep 3 hearing, to be followed by a written opinion and award in accordance with the provisions of this Policy.

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

~~New Employee Experience~~

~~Purpose:~~

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

~~Policy:~~

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

Off Duty Law Enforcement Employment

Section 1 – Off Duty Law Enforcement Employment

(A) Employees seeking to engage in law enforcement employment for an entity other than the University during off-duty hours shall request approval from the Chief or his designee prior to the date of the commencement of such employment. The request will be approved by the Chief or his designee unless it is determined that the employment conflicts with the interests of the University, the employment obligations of the officer to the University or, is contrary to the Department's policies and procedures governing outside employment.

(B) During the course of the employee's off-duty employment, the Chief or designee may make reasonable inquiries of the employee to ensure that the off duty law enforcement employment does not conflict or interfere with the employee's primary duty as a law enforcement officer for the University.

(C) Nothing herein will prevent the Chief or his designee from withdrawing the approval for Off Duty Law Enforcement employment in circumstances where it is determined that continuing said employment conflicts or, interferes with the employee's law enforcement duties and obligations to the University.

(D) The Chief may promulgate standard procedures governing Off Duty Law Enforcement employment to allow employees to have notice as to which places or manner in which Off Duty Law Enforcement employment will be typically denied or approved. The Chief will meet and confer with representatives of the PBA-LTS before finalizing the procedures or modifying them. Final decision on the procedures shall be solely within the Chief's discretion.

(E) The Report of Off Duty Employment Form must be completed on an annual basis and/or when an outside activity begins or substantially changes, or has not been previously reported.

Section 2 – Insurance Coverage

While engaged in Off Duty Law Enforcement employment, the third party employer shall be responsible for any insurance or liability relative to the Off Duty Law Enforcement employment including workers' compensation. The University shall not be responsible for coverage of any liability incurred during the Off Duty Law Enforcement employment.

Section 3 – Disagreements Regarding the Application of this ~~Article~~Policy

Disputes regarding the standard procedures for off duty employment and the Chief's application of those procedures will be determined by the expedited provisions of the Neutral, Internal Resolution of Policy Disputes.

~~Operational Excellence Award (OEA)~~

~~Purpose:~~

~~To encourage excellence in performance and recognize exceptional individual performance.~~

~~Policy:~~

~~The OEA is recommended for employees who have demonstrated continuous outstanding performance have made a significant contribution to the department's mission or strategic plan and/or have provided consistent support to the department's objectives.~~

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

Permanent Status For
Certified Law Enforcement Personnel

Purpose:

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

Policy:

Certified law enforcement personnel earn "permanent status" in a class, after successfully completing the probationary period for that class. Permanent status provides the employee with the right to appeal any severe disciplinary action while serving in the class.

~~The exclusive procedure for appeals of severe disciplinary action shall be the procedures of Chapter 120, Florida Statutes.~~ The standard probationary period for all certified law enforcement personnel shall be twelve (12) months from either the date of hire or date of certification as a State of Florida Law Enforcement Officer, whichever is later, for new law enforcement personnel. The standard probationary period shall be twelve (12) months from the date of promotion for newly promoted certified law enforcement personnel.

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

~~Personal Leave of Absence without Pay~~

~~Purpose:~~

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

~~Policy:~~

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

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

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

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

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

~~Political Activity~~

~~Purpose:~~

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

~~Policy:~~

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

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

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

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

~~Political Participation~~

~~Purpose:~~

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

~~Policy:~~

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

- ~~Accrued compensatory~~
- ~~Accrued vacation~~
- ~~Time off without pay~~

~~Pre-Employment Requirements~~

~~Purpose:~~

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

~~Policy:~~

~~Background Checks~~

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

~~Fingerprinting~~

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

~~Reference Checks~~

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

~~Language Proficiency~~

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

~~Drug Testing~~

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

~~Professional Development Leave~~

~~Purpose:~~

~~To provide exempt employees and faculty members (who are not eligible for Sabbatical Leaves) with leave opportunities to advance job-related skills and knowledge.~~

~~**Policy:**~~

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

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

- ~~The employee's work performance is superior.~~
- ~~The University deems that there are acceptable resources and adequate coverage available during the employee's absence.~~
- ~~Eligible employees may be asked to time their professional development leave in accordance with program needs and the ability of the department to finance the leave.~~
- ~~The employee provides a detailed description and documentation of the professional development opportunity as well as a report once the leave is completed.~~
- ~~Professional development leave could be at half pay for a full academic year or at full pay for one semester.~~
- ~~The employee must guarantee that at the end of the leave, he/she will return to employment at the University for at least one (1) year following the leave. An employee who does not return to the University shall reimburse the University for the salary received during the professional development leave.~~
- ~~If the employee receives outside income as a result of the professional development experience, he/she must report such income to the University. University compensation will normally be reduced by the amount necessary to bring the total income for that period to a level comparable with the employee's normal position.~~
- ~~Once the time period for the professional development leave is agreed upon in writing, it cannot be extended. If it is shortened, prior notice to the supervisor is required.~~
- ~~The employee and supervisor agree to and understand that the position will remain open and available when the employee returns.~~

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

~~Project-Based Pay~~

~~Purpose:~~

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

~~Policy:~~

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

~~The amount of the project-based pay may not exceed $5,000 or 10 percent of the employee's salary, whichever is greater. Decision about the amount of the lump sum payment should be dependent upon the nature and complexity of the project. Recommendation for the amount is to be requested by the respective department with approval by Human Resources.~~

~~Same-Sex Domestic Partnership Health Insurance Stipend~~

~~Purpose:~~

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

~~Policy:~~

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

~~Eligibility:~~

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

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

~~Required Documentation:~~

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

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

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

- ~~Designation of Beneficiary (Life Insurance)~~
- ~~Designation of Beneficiary (Retirement Plan)~~
- ~~Designation of Beneficiary (Will)~~

~~Confidentiality:~~

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

~~Tax Implications:~~

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

~~Enrollment and Participation Procedures:~~

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

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

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

~~Termination of Participation:~~

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

~~An employee who makes false statements about satisfying the eligibility criteria will or fails to notify the Division of Human Resources' Benefits Department of a change in status will be subject to disciplinary action up to and including dismissal.~~

Seniority

A. Seniority shall be defined as continuous paid service within the job classification, provided, however, that any unauthorized absence for three (3) or more consecutive days shall be considered a break in service. Seniority shall be computed from the date of appointment. In the event that an employee who has been promoted into a higher grade is subsequently demoted and/or returns to a lower grade, he or she will resume the seniority level that had accrued in the lower grade before the promotion, and the accrued seniority in the higher grade will not be added to the previously earned seniority in the lower grade. Seniority shall accumulate during absence because of illness, injury, vacation, military leave or other authorized paid leave. Employees on authorized unpaid leave shall not lose previously accrued seniority.

B. Seniority shall govern vacations for each calendar year, and shall be determinative in shift assignment (including campus), days off, and vehicle and equipment assignment, except in the event of an emergency.

C. In the event of a vacancy in any division or unit (not a promotional vacancy), seniority will be considered.

D. The University shall maintain a roster of employees arranged by job classification, according to seniority showing name, position class and seniority date.

~~Separations of Employment~~

Special Duty Pay

Purpose:

To ~~administer a uniform process~~establish guidelines to compensate law enforcement lieutenants for ~~employee separations~~special duty pay.

Policy:

~~Terminations based on discriminatory reasons are prohibited under this policy.~~

~~Separations from University employment may include the following:~~

~~Termination - Occurs when an employee is permanently separated from University employment. Termination may be preceded by corrective action, unless unsatisfactory performance or misconduct warrants immediate dismissal.~~

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

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

~~Layoffs - For terminations of employment due to layoff, please refer to Article 4.~~

~~Severe Weather/Emergency Closing~~

~~Purpose:~~

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

~~Policy:~~

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

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

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

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

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

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

~~Sick Leave~~

~~Purpose:~~

~~To administer the accrual and appropriate use of sick leave.~~

~~Definition:~~

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

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

~~Policy:~~

~~An employee shall accrue sick leave in accordance with the table contained in this policy.~~

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

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

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

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

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

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

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

~~Upon return from sick leave due to illness or injury, an employee may be required to submit a Fitness for Duty form to establish whether the employee is fully recovered and capable of returning to his/her duties.~~

~~FLORIDA INTERNATIONAL UNIVERSITY~~
~~SICK LEAVE ACCRUAL~~

~~**Length of Service**~~	~~**Hours Accrual Per Pay Period**~~
~~Full-time employees~~	~~4 Hours~~
~~Part-time employees~~	~~Accrue sick leave at a rate directly proportionate to the percent of time employed (FTE).~~

~~Sick Leave Pool~~

~~Purpose:~~

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

~~Policy:~~

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

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

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

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

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

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

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

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

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

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

~~Leave hours from the Pool shall be granted only for the employee's personal illness, injury, accident, or exposure to a contagious disease. Personal illness shall include disabilities which are the result of or contributed to by medical conditions (including those complications related to pregnancy or childbirth), surgery and recovery.~~

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

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

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

~~Solicitation, Distribution, and Posting~~

~~Purpose:~~

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

~~Policy:~~

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

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

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

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

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

~~Special Duty Pay~~

On rare circumstances, the law enforcement lieutenants will be required to respond to work beyond their regularly scheduled workweek (Special Duty Work). When a law enforcement lieutenant is required to perform Special Duty Work, the University will either pay a supplement to the salary (which amount will not be changed because of the supplement) or provide compensatory time-off for the Special Duty Work after consultation between the Chief of Public Safety and lieutenant responding to the call. The supplemental pay or compensatory time-off will be calculated at a rate of fifty percent (50%) more than the responding lieutenant's regular rate of pay based on the actual time spent outside of the responding lieutenant's regularly scheduled hours.

Spot Awards

Purpose:

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

Policy:

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

Spot awards are given after the event has been completed, usually without pre-determined goals or set performance levels. They may be awarded at any time.

Spot awards provide positive feedback, foster continued improvement, and reinforce good observable performance.

Spot awards may be:

- A lump sum dollar amount not to exceed a maximum of $1,500 in a 12-month period.
- Non-cash (University merchandise, lunch tickets, game tickets, etc.)
- Certificates, plaques, etc.

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

Temporary or Permanent Lateral Reassignments

Purpose:

To provide a means for management to address operational needs.

Definition:

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

Policy:

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

~~Tuition Waiver Program~~

~~Purpose:~~

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

~~Policy:~~

~~Full time employees at the University are eligible to participate in the Tuition Waiver Program. Employees on leave status are not eligible for tuition waiver except when the leave is granted as part of an educational program; however, employees' eligible family members will still be permitted to obtain the tuition waiver.~~

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

~~Employees must be admitted as degree seeking undergraduate or graduate students. If approved by their supervisor, employees may enroll as special students and take courses that are specifically related to their job assignments.~~

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

~~For employees admitted to doctoral programs who have reached the dissertation stage, the program will pay tuition for up to six (6) credit hours per semester for dissertation courses (7980 – 7989). A maximum of thirty (30) dissertation credits will be covered.~~

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

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

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

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

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

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

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

~~For family members admitted to doctoral programs who have reached the dissertation stage, the program will pay tuition for up to six (6) credit hours per semester for dissertation courses (7980 – 7989). A maximum of thirty (30) dissertation credits will be covered.~~

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

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

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

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

~~Eligibility will be established by the Division of Human Resources.~~

~~Vacation Leave~~

~~Purpose:~~

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

~~Definitions:~~

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

~~Policy:~~

~~Effective July 1, 2005, employees shall accrue vacation leave in accordance with the table included in this policy.~~

~~Vacation leave earned during any pay period shall be credited to the employee on the last day of that pay period. During leaves of absence with pay, an employee shall continue to earn vacation leave credits.~~

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

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

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

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

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

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

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

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

~~FLORIDA INTERNATIONAL UNIVERSITY~~
~~VACATION ACCRUAL SCHEDULE~~

~~Non-Exempt Personnel~~

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

Exempt Personnel

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

Variable Compensation Plan

Purpose:

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

Policy:

A lump sum payment as part of a Variable Compensation Plan pre-approved for individual departments places a strong value on employee's contribution, ability to impact performance, departmental objectives and revenues generated.

The department dean or director must develop specific targets to be achieved, goals, pre-established criteria and payout schedule prior to the establishment of the Variable Compensation Plan. The Variable Compensation Plan must be approved by the Division Vice President or Provost and by Human Resources.

Veterans' Preference

Purpose:

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

Policy:

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

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

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

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