



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

Monday, August 19, 2013
3:30 p.m. (EST)
Via Conference Call
Dial-in # 1-800-909-4145

AGENDA

1. **Call to Order and Chair's Remarks** Chairman Albert Maury

2. **Action Item**

BT1. Ratification of the 2013-2016 Collective Bargaining Agreement Between the Florida International University Board of Trustees and the American Federation of State, County and Municipal Employees (AFSCME) Mark B. Rosenberg

3. **New Business** (*If any*) Albert Maury

4. **Concluding Remarks and Adjournment** Albert Maury

Conference Call information:

- Please call (800) 909 - 4145 promptly at 3:30 p.m. (EST) on Monday, August 19, 2013.
- If you are disconnected, please redial the conference call number.
- If you have any problems with the above, contact the BOT office at 305.348.6495

Please Note: You will be asked to identify yourself to the operator. This information will be used for attendance purposes only.

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**THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES**

August 19, 2013

SUBJECT: Ratification of the 2013-2016 Collective Bargaining Agreement Between the Florida International University Board of Trustees and the American Federation of State, County and Municipal Employees (AFSCME)

Proposed Board Action:

Ratify the 2013-2016 Collective Bargaining Agreement between the Florida International University Board of Trustees (BOT) and the American Federation of State, County and Municipal Employees (AFSCME)

Background Information:

Representatives of the BOT and AFSCME have engaged in collective bargaining which resulted in AFSCME declaring an impasse. Additional negotiations resulted in reaching an agreement on the terms of the articles and policies of the 2013-2016 BOT-AFSCME Collective Bargaining Agreement which the AFSCME membership has ratified in a vote on August 8, 2013.

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:

Summary of Key Changes

Proposed 2013-2016 Collective Bargaining Agreement between the Florida International University Board of Trustees and the American Federation of State, County and Municipal Employees *(in tracked and final form)*

Facilitator/Presenter:

Mark B. Rosenberg

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AFSCME UNION
2013-2016 COLLECTIVE BARGAINING AGREEMENT
SUMMARY OF KEY CHANGES

Term: 2013-2016

Wage Article: Fiscal year 2013-2014: (1) an across-the-board (ATB) increase to the wage base of 2.5% or \$2,000, whichever is greater to be paid on the first pay period following ratification. (2) 1% merit bonus (not to be added to the wage base) to be paid on the first pay period in June 2014.

Fiscal year 2014-2015: (1) an ATB increase to the wage base of 2% to be paid on the first pay period in September 2014. (2) 1% merit bonus (not to be added to the wage base) to be paid on the first pay period in June 2015.

Fiscal year 2015-2016: (1) an ATB increase to the wage base of 1% to be paid on the first pay period in September 2015. (2) 1% merit bonus (not to be added to the wage base) to be paid on the first pay period in June 2016.

All ATBs and bonuses are subject to a credit for any legislative appropriation now and during the pendency of the collective bargaining agreement.

The wages and bonuses are in alignment with the wage and bonuses provided to other in-unit (PBA, UFF) and out of unit employees.

Parking Subsidy Article:

The threshold for the 25% discount on the cost of the faculty/staff decal (the parking subsidy) is being raised from \$25,000 to \$30,000.

Layoff Article:

The amount of notice FIU is required to provide AFSCME of an impending layoff has been reduced from 14 days' advance notice to the same time as the employee is given notice.

Also improved the recall process. In the past, the FIU unit could not hire within the 1 year recall period any employee within that unit until such time as all laid off employees in that unit had been recalled. Under the proposed collective bargaining agreement (CBA) for ratification, the FIU unit can hire employees other than for the position of the laid off person which position will remain open until either the laid off employee is recalled or the 1 year recall period expires.

Policies:

With the first collective bargaining agreement (CBA) in 2005, the majority of the work rules (e.g., operating hours, discipline, vacation leave) were attached in the form of policies. Many policies were either similar, or identical, to policies governing out-of-unit employees (the University-wide policies). The majority of University-wide policies are no longer attached to the CBA but

AFSCME employees remain governed by them. This change allows the University more flexibility in changing its policies or creating new policies, and we will only have to provide AFSCME with an opportunity to bargain over a policy change that impacts a term or condition of employment.

Also improved the Neutral Internal Resolution Process for policy complaints by having a 3 person review panel instead of 1 person making the final and binding decision, including a hearing process instead of a document review, and ensuring that the filing of a complaint under this policy precludes the filing of a grievance.

Ratification:

AFSCME ratified the proposed CBA on August 8, 2013 with 388 votes in favor and 9 against.

**The Florida International University
Board of Trustees**

and

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

Collective Bargaining Agreement

~~2008-2011~~2013-2016

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PREAMBLE

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

WHEREAS, it is recognized by the Board and AFSCME that the public policy of the State and the purpose of Part II, Chapter 447, Florida Statutes, is to provide statutory implementation of Section 6, Article 1 of the Constitution of the State of Florida, and to promote harmonious and cooperative relationships between the University and its employees, both collectively and individually, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of the University;

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

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

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

**ARTICLE 1
RECOGNITION**

1.1 Inclusions.

A. The Board hereby recognizes ~~AFSCME~~the Local 3346 and Florida Council 79 of the American Federation of State, County and Municipal Employees, AFL-CIO, (AFSMCE), as the exclusive representative for the purposes of collective bargaining with respect to wages, hours, and terms and conditions of employment for all employees included in the Non-Professional (Operational Services and the Administrative and Clerical) (Certification No. 1463) bargaining units and Professional (Certification No. 1468), as defined in certifications issued on October 9, 2003 and March 8, 2004, respectively by the Florida Public Employees Relations Commission.

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

1.2 Exclusions.

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

1.3 Positions of Classes-Unit Designation

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

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

C. Notice to AFSCME shall be considered sufficient if provided to Regional Director of Region 5, AFSCME Council 79, and to the President of the Local Union 3346, AFSCME, 99 NW 183 Street, Suite 224, North Miami, Florida 33169 by certified mail.

**ARTICLE 2
DEFINITIONS**

The terms used in this Agreement are defined as follows:

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

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

2.3 "~~bargaining~~Bargaining unit" means those employees, collectively, represented for collective bargaining purposes by AFSCME pursuant to Florida

PERC Certification No. 1463 issued in Commission Order Number 04E-035, dated February 4, 2004 and Certification Number 1468, issued in Commission Order Number 04E-070 dated March 8, 2004, wherein the Commission determined the composition of the bargaining unit at FIU.

2.4 "Board," "BOT," or "Board of Trustees" means the body established to govern Florida International University by Article 9, Section 7 of the Florida Constitution, acting through the President or other duly designated representative.

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

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

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

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

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

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

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

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

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

2.14 "University", "~~university~~University," or "FIU" means Florida International

University, acting through the University President and/or his representative.

ARTICLE 3 AFSCME ACTIVITIES

3.1 Designation and Selection of Representatives

A. The President of Council 79 shall furnish to the University no later than July 1st each year, a list of Employee Representatives who are designated to assist in processing Grievances. This list shall include the name, work address and work telephone number of each Employee Representative. The University will not recognize any person as an Employee Representative whose name does not appear on the list. This list may be amended as new representatives are designated by President of Council 79.

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

3.2 Representative Access

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

3.3 Consultation

The Vice President for Human Resources or his/her designee shall meet with AFSCME representatives to discuss matters pertinent to the implementation or administration of the Agreement or any other mutually agreeable matters. The party requesting consultation shall submit a written list of agenda items no less than one (1) week in advance of the meeting. The University and AFSCME understand and agree that such meetings may be used to resolve problems regarding the implementation and administration of the Agreement; however, such meetings shall not constitute or be used for the purpose of collective bargaining.

3.4 Employee Information and Rules Provided.

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

B. The University shall provide AFSCME with the website address where it can view a copy of its personnel regulations, policies and collective

bargaining agreement. A hard copy of personnel rules, policies and the collective bargaining agreement shall be maintained in the University library.

3.5 Negotiations

A. Parties and Location.

1. AFSCME agrees that all collective bargaining is to be conducted with University representatives designated for that purpose by the President. There shall be no negotiations by AFSCME at any other level.
2. Negotiations shall be held in a mutually agreed location in Miami-Dade County, Florida, unless all parties agree to another location.

B. Negotiation Committee.

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

3.6 Leave for Negotiating and Other AFSCME Activities.

A. Administrative leave pay shall be granted to the AFSCME bargaining committee members for the purpose of attending negotiations.

~~B. Employees~~ Effective upon ratification of this Agreement, and during the term of this Agreement as set forth in Article 14, employees shall have the right to ~~request use of~~ donate per the procedures set forth herein their accrued vacation leave, ~~in writing, to an AFSCME Leave Bank~~ for the purpose of ~~attending~~ creating an AFSCME Leave Bank so that up to three (3) AFSCME representatives may attend, with HR's written approval, AFSCME conventions, AFSCME conferences, ~~Consultation meetings, and negotiating sessions and for other union-related business, except for collective bargaining negotiations.~~ The ~~use of AFSCME Leave Bank is not considered vacation or sick leave.~~ Each of the three (3) representatives may only use twenty-five (25) hours of the AFSCME Leave Bank each fiscal year (for a total of seventy-five (75) hours per fiscal year) ~~for such leave activity. There shall be governed by no carryover of the same rules and regulations as any other vacation leave; provided, however, that unused donated leave from one fiscal year to the use of next. Any such leave shall not impede the operations or staffing of the University. When the request for vacation unused leave, for the purposes of attending negotiating sessions or Consultation meetings is denied, the supervisor shall provide such denial be forfeited on June 30 of each fiscal year. Within ten (10) days of ratification of this Agreement, AFSCME shall provide~~ in writing. ~~The AFSCME Leave Bank shall~~

~~be maintained for the purpose of supplementing a list of the vacation leavenames of the designated employeethree (3) representatives who are required to attend AFSCME conventions, AFSCME conferences, Consultation meetings, and negotiating sessions. The following rules shall govern authorized to use the AFSCME Leave Bank:~~

~~———— A. ——— Pursuant to the Memorandum of Understanding dated September 17, 2008 each employee, who submits a signed AFSCME Leave Bank deduction form to the Vice President for Human Resources or designee, shall donate up to eight (8) hours of vacation leave to be held in escrow for the purpose of supplementing the vacation leave of designated AFSCME employee representatives who are required to attend AFSCME conventions, AFSCME conference, Consultation meetings, and negotiating sessions. Immediately upon deducting the hours of vacation leave from each bargaining unit employee who has signed and submitted an AFSCME Leave Bank deduction form to the Vice President for Human Resources or designee, the total hours escrowed shall be assigned and credited to the individual vacation leave accounts of designated AFSCME employee representatives as follows: a distribution of collective hours accrued on November 13, 2008 pursuant to a written list provided by AFSCME. A second and final distribution will occur in the pay period inclusive on February 28, 2009 pursuant to a. Thereafter, AFSCME shall provide such written list provided by AFSCME on or before July 1 of each fiscal year during the term of this Agreement. =~~

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

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

~~———— D. ——— The transferrededuction and crediting of vacation leave set forth aboveprovided for herein shall again take place during the first payroll period after the above date of each remaining yearbe based on signed authorizations which must be submitted no later than thirty (30) days from ratification of this Agreement. and from July 1, thereafter. The same procedures, including signed AFSCME Leave Bank authorizations by bargaining unit employees, shall be utilized.~~

3.7 Bulletin Boards.

A. Where official bulletin boards of the University are available in the Graham Center ~~and~~, Wolfe University Center, PG5, the Engineering Center, and CSC, the University agrees to provide space on such bulletin boards for AFSCME use in accordance with University policy and procedures. The University also agrees to provide space on one (1) official bulletin board of its choosing in the College of Nursing for AFSCME to use in accordance with University policy and procedures.

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

3.8 Communications.

Upon ratification of this Agreement, FIU will place a link in an appropriate place on the University website (i.e., the website containing the AFSCME collective bargaining agreement and policies) to the website of the AFSCME Local/Chapter.

ARTICLE 4 GRIEVANCE AND ARBITRATION PROCEDURE

~~4.1—General Provisions.~~

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

~~4.2 For the purpose of this Agreement, a "grievance" is defined as a dispute, claim or complaint that any employee complains. To that end, employees should present such complaints for review and discussion as soon or the Union may have as possible to the University representative who has authority to address the complaint. Such review and discussions should be held with a view to reaching an understanding that will resolve the complaint in a manner satisfactory to the employee, without need for recourse to the formal grievance procedure prescribed by this Article. If the complaint is not resolved by such informal discussion, the employee may proceed to file a grievance consistent with the provisions of this Article.~~

~~B.—"Grievance" means a dispute filed with the Supervisor ("Step 1"), using Appendix C of this Agreement concerning the the interpretation of an application.~~

~~and/or alleged violation of a specific provision(s) of this Agreement which is subject to the Grievance Procedure. The filing or pendency of any grievance under the provisions of this Article shall in no way impede or delay the right of the University to take the action complained of, subject, however, to the final disposition of the grievance.~~

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

~~D. 4.3. 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 a University recognized holiday, the deadline for said action shall be on the following business day. Every effort will be made by the parties to settle all grievances as soon as possible. The time limits set forth shall be strictly complied with and can only be extended by mutual agreement of the parties in writing. Mutual agreements may be evidenced by email exchanges. Any grievance shall be considered settled at the last level considered if the grievant fails to timely process the grievance to the next level. The term "days" shall mean business days. The date of receipt shall not be included in the count of days. Compliance with any time limit under this Article shall be determined 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.~~

~~F. Each grievance ("Step 1"), request for review ("Step 2"), and arbitration notice ("Step 3") must be submitted in writing on the appropriate form attached to this Agreement as Appendices C, D, and E, respectively, and with all required attachments as noted on each Appendix. Appendices C and E must be signed by the grievant, AFSCME Staff, or local President. One Appendix C, D or E may be filed in a grievance with more than one grievant, provided that the~~

~~respective Appendix bears the signatures of all grievants. All grievance forms shall be dated when the grievance is received. Except for the initial filing of the grievance, if there is difficulty in meeting any time limit, an AFSCME representative may sign such forms for the grievant.~~

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

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

~~4.2— Procedures.~~

~~—4.5 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.~~

~~4.6. 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~~supervisor within, ten (10) ~~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~~grievant shall have the right to representation by AFSCME.) The ~~supervisor~~supervisor shall communicate a decision in writing to the grievant within ~~five (5) calendar~~ten (10) days from the date the grievance ~~was presented to him/her~~discussion took place. Failure of the ~~Supervisor~~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 ~~is~~has not ~~settled at the first step~~been satisfactorily resolved at the Step 1 or the supervisor has failed to respond within the Step 1 deadlines, the grievant, ~~within ten (10) calendar days of the answer in Step 1, or if no answer was received under Step 1, within ten (10) calendar days of the date the answer was due,~~ may appeal in writing to the Vice President for Human Resources or designee. ~~The~~AFSCME may (upon request of the 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 of Human Resources or designee within ten (10) 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 days~~fifteen (15) days or other mutually agreeable date of receipt of the written grievance, ~~or other mutually agreeable date,~~ conduct a meeting between the Vice President for Human Resources or designee, other ~~FIU~~University representatives as necessary, the grievant and/or the ~~grievant's~~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. The grievant may bring an interpreter to the Step 2 meeting at his or her own cost.

(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 ~~identified as~~ relevant to the ~~grievance~~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~~ 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 AFSCME (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 AFSCME elect to take the grievance to that step.

C. STEP 3—Arbitration.

1.: ~~If the a grievance is~~ has not been satisfactorily resolved at Step 2, ~~AFSCME may appeal the decision to Arbitration and request that an arbitrator be selected within ten (10) calendar days after receipt of the Step 2 decision. A copy of the written request will be provided to~~ if or the Vice President for of Human Resources or designee and has failed to respond within the Step 2 deadlines, the grievant or AFSCME (upon the request of the grievant) may 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 for of Human Resources or designee will be referred to as the FIU within fifteen (15) days after receipt of the

~~Step 2 decision by the grievant and/or grievant's representative on the request form.~~

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

~~3. Selection of Arbitrator. Within ninety (90) days after ratification of this Agreement, answer was due in the Board and AFSCME shall select an Arbitration Panel. Step 2 process. The grievance may be withdrawn by the grievant or by AFSCME 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.~~

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

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

~~The parties will alternately~~ i. ~~The party requesting arbitration shall, concurrently with its filing of the Step 3 form, notify the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Services (FMCS) of the filing of the grievance and request a list of five (5) arbitrators sent to each party.~~

~~b.~~ ii. ~~Each party shall alternatively strike arbitrators from the list until one remains with a panel of five arbitrators remain and AFSCME will strike coin toss used to determine which party strikes first.~~

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

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

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

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

~~5-iii. The parties will select the arbitrator within ten (10) days after receipt of the list of arbitrators.~~

~~(2) Authority of the Panel.~~

~~i. Unless the parties agree in writing to the contrary, only one grievance may be submitted to the arbitrator at any one hearing.~~

~~ii. The arbitrator shall be without power or authority not add to make any decisions:~~

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

~~Which. The arbitrator shall not have the power to limit or interfere in any way with the powers, duties, and responsibilities of the FIU 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.~~

~~Retroactivity. An arbitrator's award may or may not~~ ~~iii. 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.~~

~~(3) 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.

i. 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.

ii. 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 or FMCS.

iii. 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.

iv. 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 accordance with this Article.

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

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

~~6. Each party shall bear the expense of its own witnesses and its own representatives. The decision or award of the arbitrator shall be final and binding upon the University, AFSCME, 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.~~

(4) Venue. For purposes of venue in any judicial review of an arbitrator's bill shall be equally shared by 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 AFSCME will move for a change of venue based upon the defendant's residence in fact if other than Miami-Dade County.

(5) Fees and Expenses of obtaining a hearing room, if any. All fees and expenses of the arbitrator shall be equally divided equally between the parties. unless mutually agreed otherwise. Each party shall bear the cost of preparing and presenting its own case. However, in the event the grievance is withdrawn after the selection of the arbitrator, the party withdrawing the grievance shall be responsible for the full cost of the arbitrator's fee (if any) unless otherwise mutually agreed by the parties in writing. Expenses of obtaining a hearing room, if any, shall be equally divided between the parties. The cost of the written transcript, if requested by both parties, will be shared by both parties.

~~4.3-7.~~ The following general rules apply are applicable to this Article:

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

~~A. B. The grievant or the AFSCME may abandon or settle a grievance.~~

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

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

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

~~_____ E. _____~~

~~B.C. _____ Only grievances based on events or occurrences which occur after the date of the execution of this Agreement can be processed under the this Article. After the expiration of this Agreement, there is no duty upon FIU University to arbitrate 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.~~

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

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

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

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

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

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

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

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

~~_____ C. _____ The arbitrator shall determine each dispute in accordance with the terms of this Agreement and in accord with a Submission Agreement, if one can be agreed to.~~

~~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 AFSCME.
- 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 AFSCME against any grievant, any witness, any AFSCME representative, or any other participant in the Grievance and Arbitration Procedure by reason of such participation.
- H. Records. In the event an employee files a grievance under this Article, the employee has the right to one (1) copy of their personnel records at no cost. 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.

~~If there is no Submission Agreement, then the arbitrator will rely on the grievances as written under Step 2 of this Agreement.~~

~~———— D. ——— Upon request, the arbitrator shall rule on arbitrability before issuing a decision on the merits. If a lawsuit is filed over arbitrability, the arbitration shall not commence until the suit has terminated in the trial court.~~

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

ARTICLE 5 LAYOFFS AND RECALL

5.1 Layoffs.

~~_____ A. _____~~ ~~When circumstances permit, the~~ A. The University, or the Board in the case of Board employees, shall notify the local AFSCME President at least fourteen (14) working days on the same day as the affected employee(s) is notified that an employee or employees in advance of a layoff. the bargaining unit will be laid off. Employees may be laid off due to adverse financial circumstances; reallocation of resources; reorganization of administrative structures, programs, or functions; curtailment or abolishment of one or more programs or essential functions; ~~shortage of work~~ shortage of work. However, nothing precludes the Union from conferring about the practical consequences that decisions may have within the bargaining unit.

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

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

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

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

D. The notice to the employee of layoff shall include the effective date of layoff, the reason for layoff, a statement of recall rights and any appeal/grievance rights, including applicable filing deadlines. Any laid-off employee(s) shall be given priority consideration when applying for any open position within the University for which the employee meets the required qualifications. The laid-off employee(s) must indicate that he or she qualifies for the priority consideration at the time of application in order to be afforded such priority consideration.

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

**ARTICLE 6
HEALTH AND SAFETY**

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

6.2 Safety Committee. The AFSCME will name one (1) operational employee, one (1) administrative/clerical employee and one (1) professional employee to serve on a University Wide Safety Committee. Any individual selected to serve in this capacity will make appropriate scheduling arrangements, with management's approval, to ensure his/her attendance does not adversely affect operations.

6.3 Employee Health and Safety.

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

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

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

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

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

**ARTICLE 7
AFSCME DEDUCTIONS**

7.1 Deductions and Remittance.

A. The University will deduct AFSCME membership dues and other authorized deductions in an amount established by AFSCME and certified in

writing by the President of Council 79 to the ~~–~~Vice President for Human Resources or designee, from employees pay for those employees who individually make such request on the deduction authorization form provided by AFSCME included as Appendix B and/or the Human Resources website under the Collective Bargaining tab. Employee transfers or promotions within these bargaining units shall not require the submission of new forms.

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

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

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

7.3 Termination of Deduction.

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

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

7.4 Indemnification. AFSCME shall indemnify, defend, and hold the Board, the State of Florida, and their officers, officials, agents, and employees harmless against any claim, demand, suit, or liability (monetary or otherwise) and for all legal costs arising from any action taken or not taken by the Board, the State, or their officers, officials, agents, and employees in complying with this Article. AFSCME shall promptly refund to the universityUniversity any funds received in accordance with this Article which are in excess of the amount of deductions

which the Board has agreed to deduct, provided that such unauthorized dues deductions are reported to AFSCME Council 79 by the University within one hundred and twenty (120) days of the occurrence.

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

ARTICLE 8 EMPLOYEE PARKING

8.1 Each bargaining unit employee with ~~an~~ annual base pay of ~~\$2530,000~~ or less shall receive a discount of twenty-five percent (25%) on the cost (exclusive of sales tax) of the annual registration fee for an annual faculty/staff decal.

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

ARTICLE 9 WAGES

9.1 Salary Increases for Fiscal Year ~~2008-2009~~

~~(a) The Board shall provide all eligible bargaining unit employees with a general across-the-board wage increase of two percent (2%). The increase will be based upon the employee's base rate of pay and in proportion to their full-time equivalency (FTE). 2013-2014~~

(a) The Board shall provide all eligible bargaining unit employees with a general across-the-board wage increase of two and one-half percent (2.5%) or two thousand dollars (\$2,000), whichever sum is greater. The increase will be based upon the employee's base rate of pay and in proportion to their full-time equivalency (FTE). To be eligible, the employee must have been employed by the University before July 1, ~~2008~~2012, and continuously employed through the date of joint ratification. The increase shall be effective upon the date of joint ratification of the contract by the parties, payable on the first pay period following ratification, and will not be retroactive. If the employee's most recent performance evaluation in effect on the date of joint ratification is "Below Standards or Achieves Standards/Marginal," the employee shall not receive the increase. If an ineligible employee achieves performance standards (in accordance with their most recent annual evaluation) after the implementation of the pay action but prior to the end of the ~~2008-2009~~2013-2014 Fiscal Year, the employee may receive an increase; however, such increase shall be effective on the date the employee becomes eligible, and not retroactively applied.

~~(b) The Board shall provide merit increases from a pool equal to one-half (1/2%) percent of the base rate of pay of the bargaining unit member. The merit pay shall be distributed in accordance with the criteria and rating of the Operational Excellence Award. The merit pay shall be distributed in accordance with the criteria and rating of the Operational Excellence Award. Merit increases shall be effective the first pay period in June 2014. Merit increases shall not adjust the base salary rate of the bargaining unit member. To be eligible, the employee must have been employed by the University before January 31, 2009. Merit increases shall not adjust the base salary rate of the bargaining unit member. To be eligible, the employee must have been employed by the~~

~~University before July~~ June 1, ~~2008~~2013, and continuously through the effective date of the salary action.

9.2 Salary Increases for Fiscal Year 2014-2015

~~(a) The Board shall provide all eligible bargaining unit employees with a general across-the-board wage increase of two percent (2%). The increase will be based upon the employee's base rate of pay and in proportion to their full-time equivalency (FTE). To be eligible, the employee must have been employed by the University before September 1, 2013, and continuously through the effective date of the salary action. The increase should be effective on the first pay period in September 2014. If the employee's most recent performance evaluation immediately prior to September 2014 is "Below Standards or Achieves Standards/Marginal," the employee shall not receive a merit increase. If an ineligible employee achieves performance standards (in accordance with their most recent annual evaluation) after the implementation of the pay action but prior to the end of the 2014-2015 Fiscal Year, the employee may receive an increase; however, such increase shall be effective on the date the employee becomes eligible, and not retroactively applied.~~

~~(b) The Board shall provide merit increases from a pool equal to one (1%) percent of the base rate of pay of the bargaining unit member. The merit pay shall be distributed in accordance with the criteria and rating of the Operational Excellence Award. Merit increases shall be effective the first pay period in June 2015. Merit increases shall not adjust the base salary rate of the bargaining unit member. To be eligible, the employee must have been employed by the University before June 1, 2014, and continuously through the effective date of the salary action.~~

9.3 Salary Increases for Fiscal Year 2015-2016

(a) The Board shall provide all eligible bargaining unit employees with a general across-the-board wage increase of one percent (1%). The increase will be based upon the employee's base rate of pay and in proportion to their full-time equivalency (FTE). To be eligible, the employee must have been employed by the University before ~~July~~September 1, ~~2009~~2014, and continuously through the effective date of the salary action. The increase should be effective ~~one year of the date of ratification of the contract. To be eligible, the employee must have been employed by the University before July 1, 2009, and continuously through the effective date of the salary action.~~ on the first pay period in September 2015. If the employee's most recent performance evaluation in effect ~~on the date of joint ratification~~immediately prior to September 2015 is "Below Standards or Achieves Standards/Marginal," the employee shall not receive a merit increase. If an ineligible employee achieves performance standards (in accordance with their most recent annual evaluation) after the implementation of the pay action but prior to the end of the ~~2009-2010~~2015-2016 Fiscal Year, the employee may

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

(b) The Board shall provide merit increases from a pool equal to one (1%) percent of the base rate of pay of the bargaining unit member. The merit pay shall be distributed in accordance with the criteria and rating of the Operational Excellence Award. Merit increases shall be effective ~~January 31, 2010~~the first pay period in June 2016. Merit increases shall not adjust the base salary rate of the bargaining unit member. To be eligible, the employee must have been employed by the University before June 1, 2015, and continuously through the effective date of the salary action.

~~9.3 Salary Increases for Fiscal Year 2010-2011~~

~~_____ (a) The Board shall pass on to bargaining unit members any across the board wage increase for fiscal year 2010-11 as is appropriated for that purpose by the state legislature.~~

~~_____ (b) The Board shall pass on to bargaining unit members any merit increases as are appropriated for that purpose by the state legislature.~~

~~_____ (c) In the event the state legislature fails to provide an across the board wage or merit increase, there will be no (0%) increases for fiscal year 2010-2011.~~

9.4 Effect of Any Legislative Increases

(a) Any general across-the-board wage increases provided by the ~~2008, 2009~~Legislative appropriations for the 2013-2014 fiscal year, 2014-2015 fiscal year, or 2010-Legislature-2015-2016 fiscal year shall count toward any salary increases described in 9.1(a), 9.2(a), or 9.3(a) respectively.

(b) Any merit or performance-based increase provided or bonus received by a bargaining unit employee as a result of appropriations by the Legislature for the during these periodsthe 2013-2014 fiscal year, 2014-15 fiscal year or 2015-2016 fiscal year shall count toward the pool of merit pay funds to be distributedamount of money an employee would have otherwise received in accordance with the provisions in 9.1(b), 9.2(b), or 9.3(b) respectively.

(c) Any merit or performance-based increase or bonus provided by Legislative appropriations for the 2013-2014, 2014-2015, or 2015-2016 fiscal year shall be passed on to bargaining unit employees as provided by the Legislature. Should the Legislature appropriate funds for a bonus, the bonus shall be paid in accordance with a policy or plan approved by the Office of Policy and Budget or, in the absence of such a plan, Section 110.1245(2), Florida Statutes. In the absence of an approved policy or plan, for purposes of

determining eligibility under Subsections 110.1234(2)(b)4-6. (c), and (d), the criteria and rating used for the Operational Excellence Award will apply.

9.5 Contract and Grant-Funded Employees-

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

9.6 Additional Salary Increases

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

ARTICLE 10 PREVAILING RIGHTS

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

ARTICLE 11 MANAGEMENT RIGHTS

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

**ARTICLE 12
TOTALITY OF AGREEMENT**

12.1 Limitation. The Board and AFSCME acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to present demands and proposals with respect to any and all matters lawfully subject to collective bargaining, and that all of the understandings and agreements arrived at by the Board and AFSCME thereby are set forth in this Agreement, and that it shall constitute the entire and sole Agreement between the parties for its duration.

12.2 Obligation to Bargain. Except as otherwise provided in this Agreement, the Board and AFSCME, during the term of this Agreement, voluntarily and unqualifiedly waive the right, and agree that the other shall not be obligated to bargain collectively with respect to any subject or matter whether or not referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement.

12.3 Modifications. Nothing herein shall preclude the parties from mutually agreeing to alter, amend, supplement, delete, enlarge, or modify any of the provisions of this Agreement in writing. Any alterations, amendments, supplements, deletions, enlargements, or modifications of any provisions of the University personnel rules or policies attached to this Agreement or applicable to AFSCME members will be governed by Article 15.

**ARTICLE 13
SAVINGS CLAUSE**

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

**ARTICLE 14
DURATION**

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

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

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

~~15.2 Upon ratification of a Collective Bargaining Agreement between the parties, the University will not implement a new University policy or rule changing a term or condition of employment of bargaining unit members, or an amendment to a University policy or rule changing a term or condition of employment of bargaining unit members, unless such new or amended policies are mutually agreed to by the parties through the collective bargaining process.~~

~~15.1 An AFSCME designated-representative will be advised in writing of any changes in University personnel rules or policies impacting terms and conditions of employment within fourteen (14) days prior to formal adoption.~~

~~15.2 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 AFSCME who may then request bargaining.~~

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

WITNESS WHEREOF, the parties have set their signatures this _____ day of _____, ~~2008~~2013.

THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES

THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES AFL-CIO

~~David Parker~~
~~Albert Maury~~
Chairman

~~Jill Hanson~~
~~Madelin Gonzalez~~
Chief Negotiator

~~Modesto A. Maidique~~
David Cowart
President

~~Lloyd Austin~~Mark B. Rosenberg
Local AFSCME President

~~Michael Mattimore~~Elizabeth J. Marston
Chief Negotiator

Date ratified by the AFSCME: ~~November 21, 2008~~_____

Date ratified by the Board of Trustees: ~~December 23, 2008~~_____

APPENDIX

Grievance and arbitration procedure
FIU Board of Trustees & AFSCME
Step 1 Grievance

RECEIPT INFORMATION

This grievance was received and filed with the Supervisor by (Check One):

_____ Mail (Circle One: certified, registered, restricted delivery, return receipt requested, regular mail); or

_____ Personal Delivery (personal delivery requires signature of recipient).

Date received: _____ Received by University: _____

_____ Signature

_____ Print Name of the Supervisor signing: _____

Grievant Information

Employee Name: _____ Department: _____
Office _____
Phone #: _____ Division: _____

Panther ID: _____

E-Mail Address: _____

I will be represented in this grievance by (check one. Note that your representative must sign and print name his or her on the appropriate line):

AFSCME _____

Myself _____

Other _____

Name: _____ Department: _____

Office _____

Phone #: _____ Division: _____

Mailing Address:

Statement of Grievance

The grievant shall present in writing his/her grievance to the appropriate Supervisor within seven (7) business days of the occurrence or the date the employee knew or reasonably should have known of the act or omission. The grievant must cite the specific Articles and Sections of the Agreement allegedly violated and the specific acts or omissions giving rise to the allegations.

The Supervisor shall communicate a decision in writing to the grievant within ten (10) business days from the date the grievance was presented to him/her. If the grievance was not satisfactorily resolved at Step 1 or the supervisor failed to respond within the Step 1 deadlines, the grievant may appeal to Step 2. The time limits set forth shall be strictly complied with and can only be extended by mutual agreement of the parties in writing.

Indicate your grievance in the space provided below (Attach additional sheets, including supporting documentation, if needed):

Indicate remedy sought:

I understand that the filing of a grievance constitutes a waiver of any of my rights to judicial or administrative review, pursuant to Chapter 120, Florida Statutes, or to the review of such actions under other University procedures available to address such matters. This form is in accordance with Article Four–Grievance and Arbitration Procedure of the FIU BOT/AFSCME Bargaining Agreement.

Signature of Grievant(s) Date

Print Name

As the AFSCME representative, I have the authority to sign this grievance on behalf of the grievant.

Signature of AFSCME Representative on behalf of the Grievant Date

Grievance and arbitration procedure
FIU Board of Trustees & AFSCME
Step 2: request for Review of Step 1 Decision

RECEIPT INFORMATION

This grievance was received and filed with the Vice President of Human Resources or designee by (Check One):

_____ Mail (Circle One: certified, registered, restricted delivery, return receipt requested)

_____ Personal Delivery (personal delivery requires signature of recipient).

Date Received: _____ Received by University

_____ Signature

Grievant Information

Grievant

Name: _____ Department: _____

Office

Phone #: _____ Division: _____

Panther ID: _____

E-Mail Address: _____

I will be represented in this grievance by (check one. Note that your representative must sign and his or her print name on the appropriate line):

AFSCME _____

Myself _____

Other

Name: _____ Department: _____
Office _____
Phone #: _____ Division: _____

Mailing Address:

Statement of Grievance

If the grievance is not settled at the first step, the grievant, within seven (7) business days of the answer in Step 1, or if no answer was received under Step 1 when the answer was due, may appeal in writing to the Vice President for Human Resources or designee.

Date of Step 1 Decision: _____ . **Please attach the Supervisor’s decision, if any.**

The Vice President for Human Resources or designee shall investigate the alleged grievance and shall, within fifteen (15) business days of receipt of the written grievance, or other mutually agreeable date, conduct a meeting between the Vice President for Human Resources or designee, other FIU representatives as necessary, the grievant and the grievant’s Union representative. The Vice President for Human Resources or designee shall notify the aggrieved employee of a decision no later than seven (7) business days following the meeting. The time limits set forth shall be strictly complied with and can only be extended by mutual agreement of the parties in writing.

Indicate your grievance in the space provided below. In the grievance, you must cite the specific provision of the Agreement allegedly violated and the specific acts or omissions giving rise to the allegations. (Attach additional sheets, including supporting documentation, if needed) :

Indicate remedy sought:

I understand that the filing of a grievance constitutes a waiver of any of my rights to judicial or administrative review, pursuant to Chapter 120, Florida Statutes, or to the review of such actions under other University procedures available to address such matters. This form is in accordance with Article Four–Grievance and Arbitration Procedure of the FIU BOT/AFSCME Bargaining Agreement.

/

Signature of Grievant(s)

Date

NOTE: The grievance will not be processed unless signed by the grievant.

Internal Resolution Process
FIU Board of Trustees & AFSCME
Step 3: notice of Arbitration

Employee Complaint Sheet: Date Received:

Received by: _____

_____ **Print Name/Title** **Signature**

Employee Information

Employee

Name: _____ **Department:** _____

Date

Submitted: _____ **Division:** _____

E-Mail **Phone/Exte**

Address: _____ **nson:** _____

I will be represented in this complaint by (check one. Note that your representative must sign and print his or her name on the appropriate line):

AFSCME _____

Myself _____

Other

REQUEST FOR NEUTRAL PARTY REVIEW

If the employee is in disagreement with the decision rendered in Step 2, the employee(s) may appeal in writing to the Vice President for Human Resources or designee a review by a Neutral Panel within seven (7) business days of receipt of the Step 2 decision or when the decision was due. The Neutral Panel will review all information and documentation gathered during Step 1 and Step 2 and will render a final and binding decision within thirty (30) business days following the hearing which will be held sixty (60) business days after all the Panel members have accepted their appointments. The decision or award of the Neutral Panel shall be

final and binding upon the University, AFSCME, and the complainant.

Exception to Step 3: If the complaint is in reference to a violation of the provisions of the Conflict of Interest and Outside Activity Policy, the Step 3 Panel will hold a hearing within seven (7) business days after being selected and will issue a decision seven (7) business days thereafter.

Note: An extension may be requested due to extenuating circumstances. The University and the complainant must mutually agree to the extension.

I have read and understand the Internal Resolution Process Policy. I understand that the filing of a complaint constitutes a waiver of any of my rights to judicial or administrative review, pursuant to Chapter 120, Florida Statutes, or to the review of such actions under other University procedures available to address such matters. This form is in accordance with the Internal Resolution of Policy Disputes of the FIU BOT/AFSCME Bargaining Agreement.

/
Signature of Complainant(s) Date

As the AFSCME representative, I have the authority to sign this complaint on behalf of the complainant.

Signature of AFSCME Representative on behalf of the Complainant
Date

NOTE: The complaint will not be processed unless signed by the complainant(s).

Attach all supporting documentation.

1. Original complaint form provided to management
2. Written Response of the Step 1 Decision, if any
3. All attachments to Step 1 Decision
4. Complaint provided to Human Resources (Step 2 Form)
5. Written Response of the Step 2 Decision, if any
6. All attachments to Step 2 Decision

This notice should be sent to:
Florida International University
Division of Human Resources
Employee & Labor Relations
11200 SW 8th Street, PC 236
Miami, FL 33199

Note: In the event that any language contained in this form conflicts with the FIU-BOT/AFSCME and/or University policies, the FIU-BOT/AFSCME and/or University policy language controls.

**The Florida International University
Board of Trustees**

and

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

Policies

~~2008-2011~~
2013-2016

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Access to Official Personnel Records

Purpose:

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

Policy:

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

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

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

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

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

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

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

Advertising

Purpose:—

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

Policy:—

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

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

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

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

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

~~Alternative Work Site~~

~~Purpose:~~

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

~~Policy:~~

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

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

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

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

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

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

~~Alternative work site options shall not be used as a substitute for dependent or child care. Employees who participate in alternative work site options are expected to~~

~~make dependent and child care arrangements during the period they will be working at home.~~

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

Animals in the Workplace

Purpose:

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

Policy:

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

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

Anonymous Complaints

Purpose:

~~To establish a policy on the handling of anonymous complaints.~~

Definition:

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

Policy:

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

~~The University understands that there may be cases when an individual might want to report their concerns anonymously or with confidentiality. To the extent possible, the University will keep reports confidential. If the individual does not identify himself~~

~~or herself, however, the University might not be able to respond appropriately to the individual's concern. Further, there may come a time when the University cannot proceed with the investigation without obtaining additional information from the reporting person or others. Therefore, persistent anonymous complaints will be systematically addressed to determine if the complaint(s) should be investigated.~~

Approval of Perquisites

Purpose:

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

Definition:

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

Policy:

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

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

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

Bereavement Leave

Purpose:

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

Definition:

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

Policy:

An employee shall be granted three (3) days of leave with pay for a death in the immediate family. In addition to bereavement leave, the employee may request

approval to use reasonable amounts of accumulated sick leave, vacation leave or unpaid leave in the event of a death in the family.

Bonus Policy

Policy Statement

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

Reason For Policy

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

Definitions

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

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

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

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

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

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

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

Procedures

I. Educational Incentive Award

Employees _____

Business-Related Travel

Purpose:

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

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

Associate Degree \$ 500

Baccalaureate Degree \$ 1,000

Master's Degree \$1,500

Doctorate Degree/Juris Doctor \$2,000

Apprenticeship \$ 500

Journeyman \$ 750

Professional Registration or License \$1,000

Professional Certification \$ 500

II. Operational Excellence Award

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

III. Project-based Pay

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

The following criteria will apply to project based pay requirements:

- The amount of the project-based pay may not exceed \$5,000.
- Decision regarding the amount of the lump sum payment should be dependent upon the nature and complexity of the project.

- Recommendation for the amount is to be requested by the respective department with approval by Human Resources.
- Prior to the start of a project, the department head or supervisor must complete a Project Identification Form. The form must be reviewed and approved by the Divisional Vice Presidents or Provost and the Vice President for Human Resources or designee.

IV. Sign-on Bonus

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

- The size of the bonus must be approved by the next level supervisor.
- The employee must agree to work for the university for at least one year. The minimum term of service will be determined based on significance of the position and size of the sign-on bonus offered.
- The employee must meet all pre-employment requirements and actually start working before receiving the sign-on bonus.
- A written agreement outlining the key objectives for the employee, the performance requirements, and pay back terms if agreement is not met must be executed.
- The agreement must be approved by the Vice President of Human Resources or designee in conjunction with the Divisional Vice President.

V. Spot Award

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

Spot awards may be:

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

†.VI. Variable Compensation Plan

A lump sum bonus payment awarded as part of a Variable Compensation Plan (VCP). VCPs are pre-approved for individual departments that place a strong value

on employee's contribution, ability to impact performance, departmental objectives and revenues generated. The department dean or director must develop specific targets to be achieved, specific goals, pre-established criteria and payout schedule prior to the establishment of the VCP. The VCP must be approved by the Divisional Vice Presidents or Provost and by the Vice President of Human Resources or designee. Payments for non-exempt employees must be included as part of the employee's regular pay when calculating overtime pay.

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

Policy:

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

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

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

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

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

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

Call Back Pay

Purpose:

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

Policy:

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

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

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

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

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

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

Catastrophic Pool

Purpose:

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

Definition:

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

Policy:

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

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

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

Children in the Workplace

CLASSIFICATION REVIEW

Purpose:

To provide guidelinas a means for ~~the presence of children in the work place for other than official University activities involving children.~~

Policy:

~~Employees with dependent children are expected~~management 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 address changes in a child in the workplace without the supervisor's permission or use the workplace as an alternative to childcare or for any other purpose. position classification~~

Policy:

Classification Review:

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

Work in a Higher Classification:

An employee who is designated by the appropriate supervisor to perform temporarily a major portion of duties of a position in a higher classification than the employee's current classification shall be eligible for a pay increase for the period of time such

duties are assigned, provided that such duties are performed for a period of more than twenty-two (22) working days within any six (6) consecutive months.

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

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

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

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

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

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

Compressed Work Schedule

Purpose:

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

Policy:

A compressed workweek is one in which employees work their assigned number of hours but in fewer than 5 days in one week or fewer than 10 days in one pay period. Compressed work schedules will be granted in situations where job and business-related needs can continue to be met even under a compressed schedule.

All full-time employees must work a 40-hour week (or 80-hours each pay period).

Eligible employees must obtain permission from their respective supervisor and final approval from Human Resources.

Operational requirements must be met.

Service to the customer must be maintained or improved.

Costs to the university will not be increased.

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

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

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

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

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

- the employee will be granted another day off during that pay period; paid leave is allocated by the hour and not the day;
- the employee may have the option of reverting back to the regular schedule during that pay period in which the holiday falls

All requests must be in writing.

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

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

Compulsory Leave

Policy

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 Statement~~

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

Reason For Policy

~~To establish a policy on granting compulsory leave to employees.~~

Definitions

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

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

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

~~CONFIDENTIALITY, NONDISCLOSURE AND COMPUTER PRACTICE AGREEMENT~~

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

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

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

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

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

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

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

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

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

Employee Signature

Date

Witness

Conflict of Interest

Purpose:

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

Definitions:

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

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

Policy:

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

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

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

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

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

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

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

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

Death of an Employee

Purpose:

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

Policy:

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

Direct Deposit

Purpose:

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

Policy:

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

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

Disciplinary Actions

Purpose:

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

Definitions:

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

Suspension - occurs when an employee is taken off duty for a day or more with or without pay.

Involuntary Demotion - occurs when an employee is involuntarily subjected to a reduction in pay and higher functioning duties are permanently removed resulting in a lower level position.

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

Policy:

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

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

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

Dress Code

Purpose:—

~~To establish standards of appropriate attire within the workplace.~~

Policy:

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

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

Dual Employment and Compensation

Purpose:—

~~To administer the approval of additional University employment and compensation.~~

Policy:—

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

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

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

Educational Incentive Awards

~~Purpose:~~

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

~~Policy:~~

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

~~Course of study should be relevant to the position and/or departmental needs. Participation by the employee should be pre-approved by the Department Head.~~

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

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

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

Employment Offers

Purpose:

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

Policy:

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

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

Exit Reviews

Purpose:

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

Policy:

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

- Exit Review Questionnaire, and
- Separation Clearance Form

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

Flexible Work Schedule (Flextime)

Purpose:

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

Policy:

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

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

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

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

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

FMLA, Parental, and Medical Leave

Purpose:

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

Policy:

Family Medical Leave Act (Applies to all Employees)

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

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

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

To be eligible for FMLA leave, an employee must:

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

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

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

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

Parental Leave (Excludes Temporary and Student Workers)

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

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

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

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

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

Medical Leave (Excludes Temporary and Student Workers)

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

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

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

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

Holidays

Purpose:

To establish holidays observed by the University.

Policy:

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

The approved Holidays are:

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

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

Any employee who is in non-pay status for the entire day before a holiday shall not be eligible to receive payment for the holiday.

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

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

~~I-9 Requirements~~

~~Purpose:~~

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

Policy:

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

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

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

Information Technology Security

Purpose:

To provide guidelines for information technology security

Policy:

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

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

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

General Responsibility

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

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

Enforcement

Persons who fail to adhere to this Policy may be subject to penalties as provided by law and/ or disciplinary action, including dismissal or expulsion. Violations will be

~~handled through the University disciplinary policies applicable to employees and students. The University may also refer suspected violations of applicable law to appropriate law enforcement agencies.~~

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

Compliance

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

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

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

Federal Laws:

- ~~-~~
- ~~Child Pornography Prevention Act of 1996, 18 U.S.C. §§ 2251 *et seq.*~~
- ~~-~~
- ~~Copyright Laws, 17 U.S.C. §§ 101 *et seq.*~~
- ~~-~~
- ~~Credit Card Fraud, 18 U.S.C. § 1029~~
- ~~-~~
- ~~Criminal Infringement of a Copyright, 18 U.S.C. § 2319~~
- ~~-~~
- ~~Digital Millennium Copyright Act, 17 U.S.C. §§ 1201 *et seq.*~~
- ~~-~~
- ~~Economic Espionage Act of 1996, 18 U.S.C. §§ 1831-39~~
- ~~-~~
- ~~Electronic Communications Privacy Act, 18 U.S.C. §§ 2510-22 ("The Wiretap Act")~~
- ~~-~~
- ~~Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 CFR Part 99 ("FERPA" also known as the "Buckley Amendment")~~
- ~~-~~
- ~~Fraud and related activity in connection with computers, 18 U.S.C. § 1030 *et seq.*~~
- ~~-~~

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

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

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

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

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

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

~~**Florida Laws:**~~

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

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

~~- Florida Public Records Act, Fla. Stat. Chapter 119~~

~~**Helpful Links:**~~

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

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

~~**Information on the Fair Use Doctrine:**~~

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

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

~~www.copyright.gov/fls/fl102.html~~

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

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

~~**Information on FERPA:**~~

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

FIU IT Policies

FIU Code of Computing Practice

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

FIUnet Acceptable Use Policy

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

–

FIU Academic Affairs Policies & **Procedures** Manual

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

IT Security Policies

Security.fiu.edu

Confirmation

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

~~Panther ID _____~~

~~User Name _____~~

Internal Recruitment, Promotions, Demotions & Transfers

Purpose:

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

Policy:

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

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

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

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

Promotion

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

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

An employee being promoted will have his/her salary set in accordance with FIU's Compensation Guidelines.

Demotion

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

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

An employee being demoted will have his/her salary adjusted in accordance with FIU's Compensation /Guidelines.

Transfer

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

An employee being transferred usually maintains their current salary.

Internal Resolution Process

Purpose:

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

Definition:

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

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

Policy:

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

~~**Step 1 (Informal Remedy)**—An employee who believes that a specific action is the result of a violation of established policy, must meet jointly with their supervisor and their Dean or Director, within ten (10) business days of the occurrence, to discuss and resolve issues that they believe have adversely affected their employment.~~

~~Human Resources may be consulted by either party during Step 1. A written response to the issues/concerns raised by the employee and the outcome of the meeting must be provided to the employee within ten (10) business days.~~

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

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

~~The Neutral Reviewer will review all information and documentation gathered during Step 1 and Step 2 and render a final and binding decision within twenty (20) business days of the request for a Step 3 review. The decision or award of the Reviewer shall be final and binding upon the University, AFSCME, and the complainant. In rendering his or her decision, the Neutral Reviewer shall refrain from issuing any statements of opinion or conclusions, not essential to the determination of whether the act or event giving rise to the complaint violated applicable University regulations, policy or process.~~

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

~~The period for informal resolution of a dispute alleging a violation of the provisions of the BOT – AFSCME Policy on Conflict of Interest and Outside Activity shall be five (5) days from the date the complaint is filed. Such a dispute shall be heard at Step 2~~

~~by the Vice President for Human Resources or designee no more than seven (7) days after a request for a Step 2 decision and no more than three (3) days after the Step 2 meeting.~~

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

Jury Duty and Court Appearances

Purpose:

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

Policy:

~~An employee summoned as a member of a jury panel, shall be granted leave with pay and any jury or witness fees shall be retained by the employee. Leave granted hereunder shall not affect the employee's vacation or sick leave balance.~~

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

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

Leadworker Pay

Purpose:

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

Policy:

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

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

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

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

Learning Opportunities

Purpose:

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

Policy:

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

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

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

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

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

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

Included in the expected 20 hours of professional development are any programs that may be required by the University, such as the New Employee Experience, Sexual Harassment Awareness & Prevention, Performance Excellence Process (PEP), Supervisory Excellence, and others. Attendance in programs for professional certifications, licensures, etc. will also count towards the 20 hours of professional development.

Leave Pending Investigation

Purpose:

To establish a policy on granting leave pending an investigation.

Definition:

“Leave pending investigation” is approved leave with or without pay, and/or with no reduction of personal accrued leave.

Policy:

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

~~Living Wage Salary Adjustment~~

Mandatory Leave Policy

Purpose:—

It is a common internal control that employees working in positions that deal heavily with financial records, cash, accounts payable, have a mandatory black-out period during which they are not permitted to perform work. The purpose of this period is to create an opportunity to uncover fraudulent or improper activities which might otherwise remained undetected. This Mandatory Leave Policy is maintained as an internal control to assist with effectively detecting any fraudulent activity. This policy applies to employees who work in the Office of the Controller.

Mandatory Leave. At least once per fiscal year, employees are required to take at least five (5) consecutive work days of leave. During this leave period, employees

are prohibited from performing any work, including responding to or checking University emails, or otherwise communicating with any University employee regarding work related matters. Access to the University systems will be temporarily suspended during this leave period.

University holidays and weekends are not counted toward the five (5) consecutive work day requirement. If a holiday falls during the leave period, the employee must extend the time off so that a total of five (5) consecutive work days of leave is taken.

Employees may use any form of approved leave (or a combination of various leaves) in order to comply with this policy, provided that the use of the leave is planned and approved by the supervisor at least two (2) weeks in advance. Approved leave includes accrued sick leave, vacation leave, and compensatory leave, as well as a leave of absence without pay.

New Employees. Individuals who have been employed by the University for less than one year are not required to comply with the above policy. Compliance is required after the one year anniversary of the employee's date of hire. If the employee's one year anniversary is after March 31, compliance is required in the next fiscal year.

Alternate, Temporary Assignment In Lieu of Leave. In lieu of taking leave to comply with this policy, employees may request to be temporarily assigned to a position or task that is not covered by this policy for a period of five (5) consecutive work days. The request must be made and approved by the Controller at least two (2) weeks in advance of the beginning date of the temporary assignment. The Controller will provide employees with specific information about the tasks they are to perform during the five (5) day period. Employees who request and are approved to work in a non-covered role for a period of five (5) consecutive work days will receive their normal pay for hours worked during the temporary assignment. However, access to the University systems will still be temporarily suspended during this period and during the temporary assignment employees are prohibited from performing any work that they performed in their permanent role.

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

Policy: are expected to work with their supervisors and the Controller to ensure their compliance with this policy. If an employee fails to request and take leave in compliance with this policy, the University may force the employee to take five (5) consecutive work days of leave in compliance with the policy.

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

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

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

Loyalty Oath

Purpose:—

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

Policy:

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

Military Leave

Purpose:

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

Policy:

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

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

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

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

Nepotism

Purpose:

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

Definition:

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

Policy:

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

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

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

New Employee Experience

Purpose:

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

Policy:

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

Neutral, Internal Resolution of Policy Disputes

Purpose:

~~To establish and maintain a process for resolving disputes concerning BOT-AFSCME Policies attached to the BOT-AFSCME Agreement and applicable University Policies that impact the terms and conditions of employment of the AFSCME 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 and encourage open communications between administrators and employees so that resort to the formal neutral, internal policy dispute resolution (the "Policy Dispute Resolution Process") will not normally be necessary. The parties further encourage the informal resolution of complaints whenever possible. At each step in the Policy Dispute Resolution Process, participants are encouraged to pursue appropriate modes of conflict resolution. The purpose of this Policy is to promote a prompt and efficient procedure for the investigation and resolution of complaints relating to the Policies. The procedures set forth shall be the sole and exclusive method for resolving the complaints of employees as defined herein.~~

2. Resort to Other Procedures and Election of Remedy.

~~The commencement of legal proceedings against University in a court of law or equity, or before the Public Employee Relations Commission, for misapplication or misinterpretation of the terms of any Policy, shall be deemed an election of remedy and shall be a waiver by the party commencing the proceeding of its/their right to resort to the Policy Dispute Resolution Process and any complaint that has already been filed over the same subject will be dismissed. The filing of a complaint under this Policy 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 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, the Policy Dispute Resolution Process is the sole remedy for any alleged violations of 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 set forth in the collective bargaining agreement, 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 used in this Policy:

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

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

(c) Complaint Forms. The "complaint forms" constitute 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

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

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

(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-AFSCME 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. AFSCME 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 AFSCME, the University shall promptly inform AFSCME in writing of the complaint. No resolution of any individually processed complaint shall be inconsistent with the terms of any applicable Policy, and for this purpose, AFSCME 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. AFSCME shall annually furnish to the University a list of all persons authorized to act as complaint representatives and shall update the list as needed. AFSCME complaint representative shall have the responsibility to meet all duties and responsibilities incidental to the assigned workload. Some of these activities are scheduled to be performed at particular times. Such representative shall have the right during times outside of those hours scheduled for these activities to investigate, consult, and prepare complaint presentations and attend complaint hearings and meetings. However, such investigations and consultations will not interfere with the normal operations of the University. Should any complaint hearings or meetings necessitate the rescheduling of assigned duties, the representative may, with the approval of their supervisor, arrange for the fulfillment of such duties. Such approval shall not be unreasonably withheld.

7. Appearances.

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

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

8. Time Limits; Date of Receipt.

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 email exchanges. Upon the failure of the complainant or AFSCME, where appropriate, to file an appeal within the time limits provided in this Policy, the complaint shall be deemed to have been resolved at the prior step.

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 official 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 person receiving the decision. If there is difficulty in meeting any time limit in Step 1 or Step 2, the AFSCME representative may sign

such documents for the complainant, however, complainant's signature shall be provided prior to the Step 2 meeting.

9. Copy of Personnel File

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

Procedures:

1. Step 1.

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 AFSCME (upon request of the complainant) may 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. 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) days' advance written notice to all other parties. The complainant may bring an interpreter to the Step 2 meeting at his or her own cost.

(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 notify the complainant of a decision in writing no later than seven (7) days following the meeting. A copy of the decision shall be sent to the complainant, the complainant's representative, and AFSCME (if complainant 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 complaint and shall entitle the complainant to appeal to Step 3. 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 Step 3 process should the employee or AFSCME elect to take the complaint to that step.

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

(a) Filing.

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 AFSCME (upon the request of the complainant) may proceed to Step 3 by filing a fully executed Step 3 form (attached). The Step 3 form must be filed with the Vice President of Human Resources or designee within seven (7) days after receipt of the Step 2 decision by the complainant and/or complainant's representative or when the answer was due in the Step 2 process. The complaint may be withdrawn by the complainant or by the AFSCME 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) Selection of the Panel Members.

Within seven (7) days after receipt of the Step 3 form, representatives of the University and AFSCME shall designate their representatives to the Panel using the method described below.

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

(2) The AFSCME President or designee shall appoint one member of the Panel who shall be a current or former University employee or University alumni.

(3) The third member of the Panel shall be a professional labor

mediator. 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. 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 mediator of disputes involving the University shall be eligible for inclusion as the third member of the Panel.

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

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

(e) Authority of the Panel.

(1) 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 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 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.

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

determining whether the decision has violated a Policy.

(5) If the Panel determines that a Policy has been violated, the Panel shall direct the University to take appropriate action. The Panel may award back salary where the Panel determines that the employee is not receiving the appropriate salary from the University, but the Panel may not award other monetary damages or penalties. The Panel's award may be retroactive based on the equities each case may demand, but in no case shall an award be retroactive to a date earlier than thirty (30) days prior to the date the complaint was originally filed under this Policy.

(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 sixty (60) days of all Panel members' acceptance of selection, or as soon thereafter as is practicable. The parties shall stipulate to the issue(s) prior to the hearing before the Panel. If the parties are unable to stipulate to the issue(s) prior to such hearing, the 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.

(g) Effect of Decision. The decision or award of the Panel shall be final and binding upon the University, AFSCME, 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.

(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 AFSCME will move for a change of venue based upon the defendant's residence in-fact if other than Miami-Dade County.

(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. The expense 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.

(j) The complainant or AFSCME may abandon or settle a complaint.

(k) The complainant or AFSCME 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. All documents required or permitted to be issued or filed pursuant to this Policy may be transmitted by fax, United States mail by certified mail with return receipt requested, or any other recognized delivery service that provides documentation of delivery to the recipient. An email is not an acceptable form of delivery unless otherwise noted in this Policy.

(b) Precedent. No complaint informally resolved or by using this Policy Dispute Resolution Process shall constitute a precedent for any purpose unless agreed to in writing by the University Vice President of Human Resources or designee, the complainant, and AFSCME.

(c) Reprisal. No reprisal of any kind will be made by the University or AFSCME against any complainant, any witness, any AFSCME representative, or any other participant in the Policy Dispute Resolution Process by reason of such participation.

(d) Records. All written materials pertinent to a complaint shall be maintained separately from the evaluation file of the complainant or witnesses, except (1) at the request of the complainant 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 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.

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

(a) The period for informal resolution of a dispute alleging a violation of the provisions of the Policy on Conflict of Interest and Outside Activity shall be five (5) days from the date the complaint is filed. If not resolved by the 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. A request for resolution by the Step 3 Panel shall be filed with the Vice President of Human Resources or designee within seven (7) days after receipt of the Step 2 decision or if the supervisor has failed to respond within the Step 1 deadlines. The Step 3 Panel shall be selected using the same process as for Step 3 no more than seven (7) days after a request for a resolution by a Neutral Panelist is received. The Step 3 Panel will hold a hearing within seven (7) days after being selected. The Step 3 Panel shall issue a memorandum of decision within seven (7) days following the conclusion of the 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.

On-Call Pay

Purpose:

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

Policy:

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

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

In an emergency or other unforeseen circumstances, a university may verbally instruct an employee to be on-call for a period of not more than twenty-four (24)

consecutive hours. The employee shall not be eligible for on-call payments in excess of the period for which verbal instructions are appropriate.

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

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

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

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

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

Operating Hours, Rest, and Meal Periods

Purpose:

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

Policy:

Rest Period Breaks:

- The University supports rest periods even though it is not required by the Fair Labor Standards Act (FLSA).
- A rest period of 15 minutes in the middle of each four-hour work period is considered compensable time. Rest periods may not be used (1) to offset late arrival or early departure from ~~workerwork 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 be added to the employee's base salary.~~

Overtime Pay and Compensatory Time

Purpose:

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

Policy:

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

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

All overtime hours must be authorized by the immediate supervisor prior to working. Any employee working overtime without prior authorization will be subject to discipline.

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

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

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

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

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

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

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

Any employee with accrued compensatory hours on record with Human Resources on ~~the effective date of this policy (effective date to be determined at a future date)~~ December 24, 2011 is excluded from having to use or be paid the accrued hours within the 30 day period.

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

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

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

Procedure:

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

Performance Excellence Process (PEP)

Purpose:

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

Policy:

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

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

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

Both supervisors and employees must attend mandatory training on the Performance Excellence Process. Employees will be annually evaluated using FIU's values core competencies and job specific competencies identified based on the functions of each individual position. An employee shall ordinarily be evaluated by his/her immediate supervisor in consultation with the second level supervisor. The immediate supervisor shall be held accountable for such evaluation. The immediate supervisor shall be the person regularly assigned to direct the work of the employee, or, if unavailable, the person appointed by the Department Head . The supervisor is responsible for the timely evaluation of the employee.

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

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

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

An employee who is involuntarily demoted or dismissed for an evaluation of not meeting performance standards may seek review under the Internal Resolution Process. The review shall be solely to determine whether the performance evaluation

was done in an arbitrary or capricious manner. The neutral reviewer shall not substitute his/her judgments regarding an employee's performance for that of the evaluator.

Personal Leave of Absence without Pay

Purpose:

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

Policy:

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

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

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

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

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

Political Activity

Purpose:

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

Policy:

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

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

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

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

Political Participation

Purpose:

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

Policy:

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

- Accrued compensatory
- Accrued vacation
- Time off without pay

Pre-Employment Requirements

Purpose:

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

Policy:

Background Checks

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

Fingerprinting

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

Reference Checks

~~• Hiring departments must conduct reference checks on all prospective employees to establish suitability for employment using the guidelines established by the DHR.~~

~~• The DHR reviews the written findings and makes decisions regarding suitability for employment based on information obtained and the particular job.~~

Language Proficiency

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

Drug Testing

~~• All prospective employees may be subject to a urine drug test upon an offer of employment, depending on the offered position.~~

~~• Successful completion of a urine drug test is a condition of employment with Florida International University's Public Safety Department.~~

Professional Development Leave

Purpose:

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

Policy:

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

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

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

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

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

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

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

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

Project-Based Pay

Purpose:—

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

Policy:—

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

~~The amount of the project-based pay may not exceed \$5,000 or 10 percent of the employee's salary, whichever is greater. Decision about the amount of the lump sum payment should be dependent upon the nature and complexity of the project. Recommendation for the amount is to be requested by the respective department with approval by Human Resources.~~

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

Same-Sex Domestic Partnership Health Insurance Stipend

Purpose:

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

Policy:

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

Eligibility:

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

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

Required Documentation:

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

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

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

Confidentiality:

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

Tax Implications:

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

Enrollment and Participation Procedures:

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

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

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

Termination of Participation:

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

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

Separations of Employment

Purpose:

To administer a uniform process for employee separations.

Definition:

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

Policy:

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

Separations from University employment may include the following:

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

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

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

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

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

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

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

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

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

Terminations based on discriminatory reasons are prohibited.

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

~~Severe Weather/Emergency Closing~~

~~Purpose:~~

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

~~Policy:~~

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

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

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

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

- ~~• Such announcement may specify that classes are canceled until or after a specified time, or for the entire day.~~

- ~~• Such announcements may specify that all events or programs, including both university and non-university events held in university facilities, are canceled.~~

- ~~• Such announcements may specify that certain university offices and facilities are closed except the following essential offices that never close under any circumstances:~~

- ~~○ University Police~~

- ~~○ Office of Residence Life/Housing Units~~

- ~~○ Utility Plants~~

- ~~○ Emergency Maintenance Operations~~

- ~~○ Any research unit where the integrity of the research must be preserved~~

- ~~○ Service units that routinely operate on a seven day per week, twenty-four hour per day service schedule~~

~~Other essential employees previously identified by each respective Vice President~~

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

Shift Differential Pay

Purpose:

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

Policy:

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

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

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

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

Sick Leave

Purpose:

To administer the accrual and appropriate use of sick leave.

Definition:

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

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

Policy:

An employee shall accrue sick leave in accordance with the table contained in this policy.

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

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

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

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

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

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

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

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

**FLORIDA INTERNATIONAL UNIVERSITY
SICK LEAVE ACCRUAL**

Length of Service	Hours Accrual Per Pay Period
Full-time employees	4 Hours
Part-time employees	Accrue sick leave at a rate directly

	proportionate to the percent of time employed (FTE).
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Sick Leave Pool

Purpose:

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

Policy:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Solicitation, Distribution, and Posting

Purpose:

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

Policy:

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

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

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

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

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

Spot Awards

Purpose:

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

Policy:

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

~~Spot awards are given after the event has been completed, usually without pre-determined goals or set performance levels. They may be awarded at any time.~~

~~Spot awards provide positive feedback, foster continued improvement, and reinforce good observable performance.~~

~~Spot awards may be:~~

- ~~• A lump sum dollar amount not to exceed a maximum of \$500 in a 12-month period.~~
- ~~• Non-cash (University merchandise, lunch tickets, game tickets, etc.)~~
- ~~• Certificates, plaques, etc.~~

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

Temporary or Permanent Lateral Reassignments

Purpose:

To provide a means for management to address operational needs.

Definition:

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

Policy:

Reassignment

The University has the right to determine the allocation of staffing resources based on operational needs through the use of temporary and permanent change in lateral reassignments. Whenever possible, an employee in the bargaining unit will be given ten (10) working days written notice prior to the effective date of the change in assignment. Employees who are reassigned under the provisions of this Policy shall not ordinarily suffer a loss of pay as a result of such reassignment. When making a decision regarding the granting of a request for reassignment and upon the availability of a position, the University shall consider appropriate factors, including, but not limited to,

the applicants length of continuous university service, performance evaluations, work-related awards and achievements, relevant work experience, and education/training.

Classification Review:

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

Work in a Higher Classification

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

Review of Assigned Duties

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

Tuition Waiver Program

Purpose:

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

Policy:

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

Eligible employees, employees' spouse, employee's same-sex domestic partner, or employees' dependent children under the age of twenty five (25) may enroll for up to a

combined maximum of seven (7) credit hours of FIU on-campus instruction each semester without payment of the registration fee. Only in-state tuition is covered.

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

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

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

For employees admitted to thesis master's programs who have reached the thesis stage, the program will pay tuition for up to three (3) credit hours per semester for thesis courses (6970-6979). A maximum of nine (9) thesis credits will be covered. Special laboratory or other required student fees must be paid by the individual.

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

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

In the event that the eligible employee does not enroll for 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 in-state tuition each semester for employee and family members.

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

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

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

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

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

Eligibility will be established by the Division of Human Resources.

Vacation Leave

Purpose:

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

Definitions:

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

Policy:

Employees shall accrue vacation leave in accordance with the table included in this policy.

Vacation leave earned during any pay period shall be credited to the employee on the last day of that pay period. During leaves of absence with pay, an employee shall continue to earn vacation leave credits.

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

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

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

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

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

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

**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

APPENDIX

Internal Resolution Process
FIU Board of Trustees & AFSCME
Step 1: Informal Remedy

Employee Complaint Sheet: Date Received by: _____

Received by: _____

_____ **Print Name/Title** **Signature**

Employee Information

Employee
Name: _____ Department: _____
Date
Submitted: _____ Division: _____
E-Mail
Address: _____ Phone/Extensi
on: _____

I will be represented in this complaint by (check one. Note that your representative must sign and print his or her name on the appropriate line):

- AFSCME _____
- Myself _____
- Other _____

Statement of Complaint

Complete the form and submit it to your immediate supervisor within seven (7) business days of the occurrence or the date that you knew or reasonably should have known the act or omission. Discussions will be informal for the purpose of settling differences. A written response will be provided to the employee within ten (10) business days from the date that the complaint was presented to the supervisor. In the complaint, you must cite the specific policy and sections allegedly violated and the specific acts or omissions giving rise to the allegations.

Exception to Step 1 Deadline: If the complaint is in reference to a violation of the provisions of the Conflict of Interest and Outside Activity Policy, the period for informal resolution of a dispute alleging a violation shall be 5 business days from the date that the complaint was filed.

Note: An extension may be requested due to extenuating circumstances. The University

and the complainant must mutually agree in writing to the extension.

Indicate your complaint in the space provided below (attach additional sheets, including supporting documentation, if needed) :

Indicate remedy sought:

Internal Resolution Process
FIU Board of Trustees & AFSCME
Step 2: Request of a Review of a Step 1 Decision

Employee Complaint Sheet: Date Received: _____

Received by: _____

_____ **Print Name/Title** **Signature** _____

Employee Information

Employee

Name: _____ Department: _____

Date _____

Submitted: _____ Division: _____

E-Mail _____ Phone/Extensi

Address: _____ on: _____

I will be represented in this complaint by (check one – representative must sign and print name on the appropriate line):

AFSCME _____

Myself _____

Other _____

Summary of Step 1 Completion

If the complaint is not satisfactorily resolved at the first step or if the supervisor has failed to respond within the Step 1 deadlines, the complainant, within seven (7) business days of the answer in Step 1, or if no answer was received under Step 1 when the answer was due, may appeal in writing to the Vice President for Human Resources or designee. All complaints will be addressed within fifteen (15) business days of the appeal request.

Date of Step 1 Decision: _____ . **Please attach the Supervisor’s decision, if any.**

Exception to the Step 2: If the complaint is in reference to a violation of the provision of the Conflict of Interest and Outside Activity Policy, the dispute will be heard by the Vice President or designee no more than 7 business 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 3 business days after the Step 2 meeting.

Statement of Complaint

In the complaint, you must cite the specific policy and sections allegedly violated and the specific acts or omissions giving rise to the allegations.

Indicate your complaint in the space provided below (attach additional sheets, including supporting documentation, if needed) :

Indicate remedy sought:

I have read and understand the Internal Resolution Process Policy. I have read and understand the Internal Resolution Process Policy. I understand that the filing of a complaint constitutes a waiver of any of my rights to judicial or administrative review, pursuant to Chapter 120, Florida Statutes, or to the review of such actions under other University procedures available to address such matters. This form is in accordance with the Internal Resolution of Policy Disputes of the FIU BOT/AFSCME Bargaining Agreement.

This notice should be sent to:
Florida International University
Division of Human Resources
Employee & Labor Relations
11200 SW 8th Street, PC 236
Miami, FL 33199

NOTE: The complaint will not be processed unless signed by the complainant(s).

/
Signature of Complainant(s) Date

As the AFSCME representative, I have the authority to sign this complaint on behalf of the complainant.

Signature of AFSCME Representative on behalf of the Complainant Date

- Attachments: 1. Original Complaint form provided to supervisor
2. Written Response of the Step 1 Decision, if any
3. All Attachments

This notice should be sent to:
Florida International University
Division of Human Resources
Employee & Labor Relations
11200 SW 8th Street, PC 236
Miami, FL 33199

Note: In the event that any language contained in this form conflicts with the FIU-BOT/AFSCME and/or University policies, the FIU-BOT/AFSCME and/or University policy language controls.

administrative review, pursuant to Chapter 120, Florida Statutes, or to the review of such actions under other University procedures available to address such matters. This form is in accordance with the Internal Resolution of Policy Disputes of the FIU BOT/AFSMCE Bargaining Agreement.

/
Signature of Complainant(s) Date

As the AFSMCE representative, I have the authority to sign this complaint on behalf of the complainant.

Signature of AFSMCE Representative on behalf of the Complainant Date

NOTE: The complaint will not be processed unless signed by the complainant(s).

Attach all supporting documentation.

1. Original complaint form provided to management
2. Written Response of the Step 1 Decision, if any
3. All attachments to Step 1 Decision
4. Complaint provided to Human Resources (Step 2 Form)
5. Written Response of the Step 2 Decision, if any
6. All attachments to Step 2 Decision

This notice should be sent to:
Florida International University
Division of Human Resources
Employee & Labor Relations
11200 SW 8th Street, PC 236
Miami, FL 33199

¶-VII. **Note:** In the event that any language contained in this form conflicts with the FIU-BOT/AFSMCE and/or University policies, the FIU-BOT/AFSMCE and/or University policy language controls.

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.~~