



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

**Zoom Meeting**

<http://webcast.fiu.edu/>

**Friday, September 27, 2024  
8:30 AM**

**AGENDA**

- |   |                          |
|---|--------------------------|
| <b>1. Call to Order and Chair's Remarks</b>   | <b>Chair Roger Tovar</b> |
| <b>2. Public Appearances</b>  | <b>Roger Tovar</b>       |
| <b>3. Action Items</b>  |                          |
| <b>3.1 Review and Approve Revised General Education Course Offerings</b>  | <b>Francis A. Hondal</b> |
| <b>3.2 2024-2025 Linking Industry to Nursing Education (LINE) Fund Proposal</b>   | <b>Francis A. Hondal</b> |
| <b>3.3 Foreign Influence Annual Report</b>  | <b>Alan Gonzalez</b>     |
| <b>3.4 Ratification of the 2024-2027 Collective Bargaining Agreement between the Florida International University Board of Trustees and the South Florida Police Benevolent Association (<i>Law Enforcement Unit</i>)</b> | <b>Roger Tovar</b>       |
| <b>3.5 Ratification of the 2024-2027 Collective Bargaining Agreement between the Florida International University Board of Trustees and the South Florida Police Benevolent Association (<i>Lieutenants Unit</i>)</b>     | <b>Roger Tovar</b>       |
| <b>4. New Business (<i>If any</i>)</b>  | <b>Roger Tovar</b>       |
| <b>5. Concluding Remarks and Adjournment</b>  | <b>Roger Tovar</b>       |

*The next Full Board Meeting is scheduled for November 21, 2024*

# Meeting Book - FIU Board of Trustees Full Board Meeting

## 1. Call to Order and Chair's Remarks

Roger Tovar

## 2. Public Appearances

Roger Tovar

## 3. Action Items

### 3.1 Review and Approve Revised General Education Course Offerings

Francis A. Hondal

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### 3.2 2024-2025 Linking Industry to Nursing Education (LINE) Fund Proposal

Francis A. Hondal

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### 3.3 Foreign Influence Annual Report

Alan Gonzalez

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### 3.4 Ratification of the 2024-27 Collective Bargaining Agreement between the FIU Board of Trustees and the South Florida Police Benevolent Association (Law Enforcement Unit)

Roger Tovar

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### 3.5 Ratification of the 2024-2027 Collective Bargaining Agreement between the FIU Board of Trustees and the South Florida Police Benevolent Association (Lieutenants Unit)

Roger Tovar

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## 4. New Business (If Any)

Roger Tovar

## 5. Concluding Remarks and Adjournment

Roger Tovar



September 27, 2024

**Subject: Review and Approve Revised General Education Course Offerings**

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**Proposed Action:**

Florida International University Board of Trustees review and approval of revised general education course offerings.

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**Background Information:**

Amended Board of Governors Regulation 8.005: General Education Course Offerings requires each university's President and Board of Trustees to annually review and approve the courses offered by the institution that meet general education course requirements and submit the approved list to the Articulation Coordinating Committee by September 1 of each year.

General education courses must be reviewed and approved to be in compliance with Florida Statutes 1007.24, 1007.25, and 1007.55. The applicable sections of each statute are as follows:

**1007.25 General education courses; common prerequisites; other degree requirements.**

(3)(c) General education core courses may not distort significant historical events or include curriculum that teaches identity politics, violates s. 1000.05 or is based on theories that systemic racism, sexism, oppression, and privilege are inherent in the institutions of the United States and were created to maintain social, political, and economic inequities.

(3)(d) General education core courses must meet the following standards:

1. **Communication** courses must afford students the ability to communicate effectively, including the ability to write clearly and engage in public speaking.
2. **Humanities** courses must afford students the ability to think critically through the mastering of subjects concerned with human culture, especially literature, history, art, music, and philosophy, and must include selections from the Western canon.
3. **Social science** courses must afford students an understanding of the basic social and behavioral science concepts and principles used in the analysis of behavior and past and present social, political, and economic issues.
4. **Natural science** courses must afford students the ability to critically examine and evaluate the principles of the scientific method, model construction, and use the scientific method to explain natural experiences and phenomena.
5. **Mathematics** courses must afford students a mastery of foundational mathematical and computation models and methods by applying such models and methods in problem solving.

**1007.55 General education course principles, standards, and content.**

(1) The Legislature finds it necessary to ensure that every undergraduate student of a Florida public postsecondary educational institution graduates as an informed citizen through participation in rigorous general education courses that promote and preserve the constitutional republic through traditional, historically accurate, and high-quality coursework. General education courses should provide broad foundational knowledge to help students develop intellectual skills and habits that enable them to become more effective and lifelong learners. Courses with a curriculum based on unproven, speculative, or exploratory content are best suited as elective or specific program prerequisite credit, not general education credit. General education courses must:

- (a) Meet the course standards as provided in s. 1007.25; and
- (b) Whenever applicable, provide instruction on the historical background and philosophical foundation of Western civilization and this nation's historical documents, such as the Declaration of Independence, the United States Constitution, the Bill of Rights and subsequent amendments, and the Federalist Papers.

In February of 2024, the Florida Department of Education provided Florida International University (FIU) with a spreadsheet of all general education course offerings listed in the Statewide Course Numbering System database. The Florida Board of Governors (BOG) required institutions to review each course and make one of the following determinations: (1) Reviewed: No Updates, (2) Reviewed: Updated, or (3) Reviewed: Remove from General Education.

Following the initial review and approval by the President and Board of Trustees on July 31, 2024, FIU submitted the list of general education course offerings to the Florida Department of Education Office of Articulation, Articulation Coordinating Committee. The Office of Articulation staff reviewed the list and provided feedback to FIU via BOG staff. The University's academic leadership team, including deans, departments chairs, and faculty members, modified select courses and revised the list of general education course offerings.

Following the second review and approval by the President and Board of Trustees, the President and Board of Trustees Chairperson will certify that FIU has reviewed its general education course offerings for compliance by signing the "Certification Form Academic Year 2025-26 General Education Courses", which will be re-submitted to the Florida Department of Education along with the revised FIU Statewide Course Numbering System General Education Report.

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**Supporting Documentation:** BOG Regulation 8.005 General Education Course Options  
Florida Statute 1007.25 General education courses; common prerequisites; other degree requirements  
Florida Statute 1007.55 General education course principles, standards, and content  
General Education Course Report (revised)

**Facilitator/Presenter:** Francis A. Hondal, *Chair, Academic Policy and Student Affairs Committee*

## 8.005 General Education Course Options.

(1) General education core courses. Courses listed in this subsection implement the required principles, standards, and content in accordance with section 1007.55, Florida Statutes. Prior to the award of an associate in arts or baccalaureate degree, a student entering a state university as a first-time-in-college student in the fall term 2015 and thereafter must complete at least one course from each of the general education subject areas listed in this section.

- (a) Communication:
  - 1. ENC X101 English Composition I; or
  - 2. A course with an ENC prefix for which ENC X101 is a direct prerequisite.
- (b) Humanities:
  - 1. ARH X000 Art Appreciation;
  - 2. HUM X020 Introduction to Humanities;
  - 3. LIT X000 Introduction to Literature;
  - 4. MUL X010 Introduction to Music Literature/Music Appreciation;
  - 5. PHI X010 Introduction to Philosophy; or
  - 6. THE X000 Theatre Appreciation.
- (c) Mathematics for students entering in fall term 2015 through the 2023-2024 academic year:
  - 1. MAC X105 College Algebra;
  - 2. MAC X311 Calculus I;
  - 3. MGF X106 Liberal Arts Mathematics I;
  - 4. MGF X107 Liberal Arts Mathematics II;
  - 5. STA X023 Statistical Methods; or
  - 6. A mathematics course for which one of the above general education core course options in Mathematics is a direct prerequisite.
- (d) Mathematics for students entering in the 2024-2025 academic year and thereafter:
  - 1. MAC X105 College Algebra;
  - 2. MAC X311 Calculus;
  - 3. MGF X130 Mathematical Thinking;
  - 4. STA X023 Statistical Methods; or
  - 5. A mathematics course for which one of the above general education core course options in Mathematics is a direct prerequisite.
- (e) Natural Sciences:
  - 1. AST X002 Descriptive Astronomy;
  - 2. BSC X005 General Biology;
  - 3. BSC X010 General Biology I;
  - 4. BSC X085 Anatomy and Physiology I;
  - 5. CHM X020 Chemistry for Liberal Studies;
  - 6. CHM X045 General Chemistry I;
  - 7. ESC X000 Introduction to Earth Science;
  - 8. EVR X001 Introduction to Environmental Science;
  - 9. GLY X010 Introduction to Geology;
  - 10. OCE X001 Introduction to Oceanography;
  - 11. PHY X020 Fundamentals of Physics;

12. PHY X048 General Physics with Calculus;
13. PHY X053 General Physics I; or
14. A natural science course for which one of the above general education core course options in Natural Sciences is a direct prerequisite.

- (f) Social Sciences:
1. AMH X010 Introductory Survey to 1877;
  2. AMH X020 Introductory Survey Since 1877;
  3. ANT X000 Introduction to Anthropology;
  4. ECO X013 Macroeconomics;
  5. POS X041 American Government; or
  6. PSY X012 Introduction to Psychology.

(2) Other means by which students can satisfy general education core course requirements.

- (a) A student who has completed an associate in arts or baccalaureate degree conferred by a Florida College System or State University System institution is considered to have met general education requirements, including requirements for general education core courses.
- (b) Institutions must recognize credit earned through an acceleration mechanism in Section 1007.27, Florida Statutes, as meeting the related general education core course requirement as prescribed in Board of Governors Regulation 6.006, Acceleration Mechanisms.
- (c) Institutions may grant a substitution or modification to the courses listed above for eligible students with disabilities, subject to Board of Governors Regulation 6.018, Substitution or Modification of Requirements for Program Admission, Undergraduate Transfer, and for Graduation by Students with Disabilities.
- (d) Each institution must accept a student's courses taken at a public postsecondary educational institution as meeting general education core course requirements upon transfer, regardless of whether the receiving institution offers identical general education core courses.
- (e) An institution receiving a student in transfer may not require the student to complete an additional course to meet a subject area requirement in subsection (1) that was completed by the student at a Florida College System institution or State University System institution with a course that has since been removed by the receiving institution as a general education core course.

(3) Institutional implementation and reporting of general education core courses. Institutions shall report to the Statewide Course Numbering System all courses used to fulfill subject area core course options. Any course recommended by the institution to be added to its list of general education core course options from section (1) must follow the statewide course description provided in the Statewide Course Numbering System and shall be reported to the Office of K-20 Articulation at [Articulation@fldoe.org](mailto:Articulation@fldoe.org). Each institution may apply its own course titles to the general education core course options.

(4) Institutional general education course offerings and reporting. The remaining courses and credits, in addition to the core course options, to fulfill the total 36-credit hour general education requirement for associate in arts and baccalaureate degrees are provided by

each State University System institution and approved by the Board of Governors. An institution may not require a student to take an additional course to meet a subject area requirement that was completed by the student with a course that has since been removed as a general education course.

(a) Each State University System institution's board of trustees and president must annually review and approve, at a public meeting, the courses offered by the institution that meet general education course requirements in accordance with sections 1007.24, 1007.25 and 1007.55, Florida Statutes.

(b) Each institution must submit its approved list of general education courses to the Articulation Coordinating Committee no later than September 1 of each year by the course prefix and number in the Statewide Course Numbering System, including the institution's course title, the general education distribution area, the course level, and the number of public postsecondary institutions that offer the course. The list must be in a format prescribed by the Department of Education, Office of K-20 Articulation.

(c) The Articulation Coordinating Committee shall annually submit each institution's completed list of general education courses to the Board of Governors, along with the statewide data elements required in section 1007.55, Florida Statutes, no later than December 1 of each year.

(d) Beginning December 2024 and each year after, using the criteria for general education course standards, principles, and content listed in section 1007.55, Florida Statutes, the Board of Governors will approve or reject each institution's list of general education course offerings.

1. If the Board of Governors rejects an institution's list of courses, the reason(s) for the rejection will be provided in writing to the institution, including any specific courses that were found to be not in compliance with the statute.

2. An institution whose list is rejected may resubmit its list to the Board of Governors for reconsideration at the next scheduled meeting. Until the new list is approved, the institution must continue to offer courses from the prior approved list.

3. If an institution does not have a list of general education courses approved by the Board of Governors prior to the Board of Governors awarding performance based funding for the next fiscal year, the Board of Governors may withhold performance funding until a list of general education courses meets the requirements and is approved by the Board of Governors.

Authority: Section 7(d), Art. IX, Fla. Const., Sections 1007.23, 1007.24, 1007.25, 1007.55, Florida Statutes; New 6-19-2014; Amended 3-29-23, 01-24-24.

## The 2023 Florida Statutes

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### [Title XLVIII](#)

#### EARLY LEARNING-20 EDUCATION CODE

### [Chapter 1007](#)

#### ARTICULATION AND ACCESS

### [View Entire Chapter](#)

#### **1007.25 General education courses; common prerequisites; other degree requirements.—**

- (1) The department shall identify the degree programs offered by public postsecondary educational institutions.
- (2) The department shall identify postsecondary career education programs offered by Florida College System institutions and district school boards. The department shall also identify career courses designated as college credit courses applicable toward a career education diploma or degree. Such courses must be identified within the statewide course numbering system.
- (3) The chair of the State Board of Education and the chair of the Board of Governors, or their designees, shall jointly appoint faculty committees to review and recommend to the Articulation Coordinating Committee for approval by the State Board of Education and the Board of Governors statewide general education core course options for inclusion in the statewide course numbering system established under s. [1007.24](#). Faculty committees shall, by July 1, 2024, and by July 1 every 4 years thereafter, review and submit recommendations to the Articulation Coordinating Committee and the commissioner for the removal, alignment, realignment, or addition of general education core courses that satisfy the requirements of this subsection.
  - (a) General education core course options shall consist of a maximum of five courses within each of the subject areas of communication, mathematics, social sciences, humanities, and natural sciences. The core courses may be revised, or the five-course maximum within each subject area may be exceeded, if approved by the State Board of Education and the Board of Governors, as recommended by the subject area faculty committee and approved by the Articulation Coordinating Committee as necessary for a subject area.
  - (b) Each general education core course option must contain high-level academic and critical thinking skills and common competencies that students must demonstrate to successfully complete the course.
  - (c) General education core courses may not distort significant historical events or include a curriculum that teaches identity politics, violates s. [1000.05](#), or is based on theories that systemic racism, sexism, oppression, and privilege are inherent in the institutions of the United States and were created to maintain social, political, and economic inequities.
  - (d) General education core courses must meet the following standards:
    1. Communication courses must afford students the ability to communicate effectively, including the ability to write clearly and engage in public speaking.
    2. Humanities courses must afford students the ability to think critically through the mastering of subjects concerned with human culture, especially literature, history, art, music, and philosophy, and must include selections from the Western canon.
    3. Social science courses must afford students an understanding of the basic social and behavioral science concepts and principles used in the analysis of behavior and past and present social, political, and economic issues.
    4. Natural science courses must afford students the ability to critically examine and evaluate the principles of the scientific method, model construction, and use the scientific method to explain natural experiences and phenomena.
    5. Mathematics courses must afford students a mastery of foundational mathematical and computation models and methods by applying such models and methods in problem solving.



(e) Beginning with students initially entering a Florida College System institution or state university in 2015-2016 and thereafter, each student must complete at least one identified core course in each subject area as part of the general education course requirements. Beginning in the 2022-2023 academic year and thereafter, students entering a technical degree education program as defined in s. [1004.02\(13\)](#) must complete at least one identified core course in each subject area as part of the general education course requirements before a degree is awarded.

(f) All public postsecondary educational institutions shall offer at least one general education core course in each of the identified subject areas and accept courses as meeting general education core course requirements upon transfer, regardless of whether the receiving institution offers the identical general education core courses. The remaining general education course requirements shall be identified by each institution as approved in accordance with this section and listed in the statewide course numbering system.

(g) A public postsecondary educational institution may not require a student to complete an additional course to meet a subject area distribution requirement that was completed by the student with a course that has since been removed as a general education core course.

(h) The general education core course options shall be adopted in rule by the State Board of Education and in regulation by the Board of Governors.

(4) The chair of the State Board of Education and the chair of the Board of Governors, or their designees, shall jointly appoint faculty committees to identify the competencies within the general education core courses which demonstrate career readiness and will result in the award of a verifiable and interoperable nationally recognized digital credential. All public postsecondary educational institutions shall grant and accept the identified digital credential. Beginning with students initially entering a Florida College System institution or state university in 2022-2023 and thereafter, each student must be able to distinguish in the institution's or university's catalog which general education core courses are linked to earning a digital credential.

(5)(a) Beginning with students initially entering a Florida College System institution or state university in the 2018-2019 school year and thereafter, each student must demonstrate competency in civic literacy. Students must have the option to demonstrate competency either through successful completion of a civic literacy course or by achieving a passing score on an assessment. The State Board of Education must adopt in rule and the Board of Governors must adopt in regulation at least one existing assessment that measures competencies consistent with the required course competencies outlined in subparagraph (b)2.

(b) Beginning with students initially entering a Florida College System institution or state university in the 2021-2022 school year and thereafter, each student must demonstrate competency in civic literacy by achieving a passing score on an assessment and by successfully completing a civic literacy course. Credits earned for such courses via articulated acceleration mechanisms in s. [1007.27](#) will count toward the civic literacy competency requirement. The State Board of Education and the Board of Governors shall adopt by rule and regulation, respectively, approved assessments that address the competencies in subparagraph 2. and courses that meet the requirements in subparagraph 1. The chair of the State Board of Education and the chair of the Board of Governors, or their respective designees, shall jointly appoint a faculty committee to:

1. Develop one or more new courses in civic literacy or revise an existing general education core course in American History or American Government to include, at a minimum, opportunities to engage synchronously in political discussions and civil debates with multiple points of view and to master the ability to synthesize information that informs civic decisionmaking.

2. Establish course competencies and identify outcomes that include, at a minimum, an understanding of the basic principles of American democracy and how they are applied in our republican form of government, an understanding of the United States Constitution, knowledge of the founding documents and how they have shaped the nature and functions of our institutions of self-governance, and an understanding of landmark Supreme Court cases and their impact on law and society.

(6) The department shall identify those courses offered by universities and accepted for credit toward a degree. The department shall identify courses designated as either general education or required as a prerequisite for a degree and the digital credentials that may be earned through the general education core courses. The courses shall be identified by their statewide course numbers.

(7) The department shall identify common prerequisite courses and course substitutions for degree programs across all institutions. Common degree program prerequisites shall be offered and accepted by all state universities and Florida College System institutions, except in cases approved by the State Board of Education for Florida College System institutions and the Board of Governors for state universities. The department shall develop a centralized database containing the list of courses and course substitutions that meet the prerequisite requirements for each baccalaureate degree program.

(8) The universities and Florida College System institutions shall work with their school districts to ensure that high school curricula coordinate with the general education curricula and to prepare students for college-level work. General education curricula for associate in arts programs shall be identified by each institution and include 36 semester hours in the subject areas of communication, mathematics, social sciences, humanities, and natural sciences.

(9) An associate in arts degree shall require no more than 60 semester hours of college credit and include 36 semester hours of general education coursework. Beginning with students initially entering a Florida College System institution or state university in 2014-2015 and thereafter, coursework for an associate in arts degree shall include demonstration of competency in a foreign language pursuant to s. 1007.262. Except for developmental education required pursuant to s. 1008.30, all required coursework shall count toward the associate in arts degree or the baccalaureate degree.

(10) A baccalaureate degree program shall require no more than 120 semester hours of college credit and include 36 semester hours of general education coursework, unless prior approval has been granted by the Board of Governors for baccalaureate degree programs offered by state universities and by the State Board of Education for baccalaureate degree programs offered by Florida College System institutions.

(11) Courses that provide instruction in student life skills, including career planning and exploration, or similar instruction, and fulfill the requirements for a degree in subsection (9) or subsection (10) or a degree from a technical degree education program as defined in s. 1004.02(13), may use state career planning resources and provide students with the opportunity to create a digital resume.

(12) A student who received an associate in arts degree for successfully completing 60 semester credit hours may continue to earn additional credits at a Florida College System institution. The university must provide credit toward the student's baccalaureate degree for an additional Florida College System institution course if, according to the statewide course numbering, the Florida College System institution course is a course listed in the university catalog as required for the degree or as prerequisite to a course required for the degree. Of the courses required for the degree, at least half of the credit hours required for the degree shall be achievable through courses designated as lower division, except in degree programs approved by the State Board of Education for programs offered by Florida College System institutions and by the Board of Governors for programs offered by state universities.

(13) Students at state universities may request an associate in arts certificate if they have successfully completed the minimum requirements for the degree of associate in arts. The university must grant the student an associate in arts degree if the student has successfully completed minimum requirements for the associate in arts degree, as determined by the state university. The university must notify students of the criteria and process for requesting an associate in arts certificate during orientation. Additional notification must be provided to each student enrolled at the university upon completion of the requirements for an associate in arts degree. Beginning with students enrolled at the university in the 2018-2019 academic year and thereafter, the university must also notify any student who has not graduated from the university of the option and process to request an associate in arts certificate if that student has completed the requirements for an associate in arts degree but has not reenrolled at the university in the subsequent fall semester and thereafter.

(14) The Commissioner of Education shall appoint faculty committees representing both Florida College System institution and public school faculties to recommend to the commissioner for approval by the State Board of Education a standard program length and appropriate occupational completion points for each postsecondary career certificate program, diploma, and degree offered by a school district or a Florida College System institution.

**History.**—s. 351, ch. 2002-387; s. 107, ch. 2004-357; s. 115, ch. 2007-217; s. 20, ch. 2009-59; s. 93, ch. 2011-5; s. 8, ch. 2011-177; s. 10, ch. 2012-195; s. 15, ch. 2013-51; s. 18, ch. 2017-116; s. 25, ch. 2019-119; s. 7, ch. 2021-157; s. 29, ch. 2021-164; s. 9, ch. 2023-82.

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## The 2023 Florida Statutes

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[Title XLVIII](#)[Chapter 1007](#)[View Entire Chapter](#)[EARLY LEARNING-20 EDUCATION CODE](#)[ARTICULATION AND ACCESS](#)**1007.55 General education course principles, standards, and content.—**

(1) The Legislature finds it necessary to ensure that every undergraduate student of a Florida public postsecondary educational institution graduates as an informed citizen through participation in rigorous general education courses that promote and preserve the constitutional republic through traditional, historically accurate, and high-quality coursework. General education courses should provide broad foundational knowledge to help students develop intellectual skills and habits that enable them to become more effective and lifelong learners.

Courses with a curriculum based on unproven, speculative, or exploratory content are best suited as elective or specific program prerequisite credit, not general education credit. General education courses must:

(a) Meet the course standards as provided in s. [1007.25](#); and

(b) Whenever applicable, provide instruction on the historical background and philosophical foundation of Western civilization and this nation's historical documents, such as the Declaration of Independence, the United States Constitution, the Bill of Rights and subsequent amendments, and the Federalist Papers.

(2) Public postsecondary educational institution boards of trustees and presidents are responsible for annually reviewing and approving, at a public meeting, general education course requirements, as authorized and approved in accordance with ss. [1007.24](#) and [1007.25](#) and this section, at their respective institutions. The following must be included for each listed general education course:

(a) The general education distribution area;

(b) The number of state universities that offer the course and the number of Florida College System institutions that offer the course; and

(c) The course level.

(3) Public postsecondary educational institutions must report courses meeting institutional general education subject requirements to the department by their statewide course number.

(4) In performing its duties under ss. [1007.24](#) and [1007.25](#), by December 1, 2024, and each December 1 thereafter, the Articulation Coordinating Committee shall submit to the State Board of Education and the Board of Governors courses that have been approved by public postsecondary educational institutions as meeting general education requirements. The listing of general education courses must include the information in paragraphs (2)(a), (b), and (c). The State Board of Education and the Board of Governors must approve or reject the list of general education courses for each Florida College System institution and state university, respectively.

(5) Public postsecondary educational institutions that fail to comply with the requirements of this section are not eligible to receive performance-based funding pursuant to s. [1001.66](#) or s. [1001.92](#).

(6) A public postsecondary educational institution may not require a student to take an additional course to meet a subject area distribution requirement that was completed by the student with a course that has since been removed as a general education course.

(7) The State Board of Education and the Board of Governors shall adopt rules and regulations, respectively, to implement this section.

History.—s. 10, ch. 2023-82.

Statewide Course Numbering System  
General Education Course Report

Institution	Prefix	Level	Course Number	Lab	Course Title	Date of Last Update	Credit	General Ed Core	General Ed Requirements	Course Review Status	General Education Updates	Additional Updates	Total # Institutions Offering Course	Notes
FLORIDA INTERNATIONAL UNIVERSITY	ENC	1	102		WRITING AND RHETORIC II	08/01/2011	3.0		Communications	Reviewed: No Updates	Not Applicable	Not Applicable	37	
FLORIDA INTERNATIONAL UNIVERSITY	CGS	2	518		COMPUTER DATA ANALYSIS	03/15/2022	3.0		Math	Reviewed: Updated	Not Applicable	Other Changes	1	Updated course description and learning outcomes
FLORIDA INTERNATIONAL UNIVERSITY	COP	2	210		COMPUTER PROGRAMMING I	03/15/2022	4.0		Math	Reviewed: Removed from General Education	Not Applicable	Not Applicable	1	Removed from general education effective Fall 2025
FLORIDA INTERNATIONAL UNIVERSITY	COP	2	250		PROGRAMMING IN JAVA	03/15/2022	3.0		Math	Reviewed: Removed from General Education	Not Applicable	Not Applicable	1	Removed from general education effective Fall 2025
FLORIDA INTERNATIONAL UNIVERSITY	MAC	2	233		CALCULUS FOR BUSINESS	08/02/2019	3.0		Math	Reviewed: No Updates	Not Applicable	Not Applicable	36	
FLORIDA INTERNATIONAL UNIVERSITY	MAC	2	312		CALCULUS II	05/01/2004	4.0		Math	Reviewed: No Updates	Not Applicable	Not Applicable	35	
FLORIDA INTERNATIONAL UNIVERSITY	MAC	2	313		MULTIVARIABLE CALCULUS	03/15/2022	3.0		Math	Reviewed: No Updates	Not Applicable	Not Applicable	31	
FLORIDA INTERNATIONAL UNIVERSITY	PHI	2	100		INTRODUCTION TO LOGIC	03/01/1998	3.0		Math	Reviewed: Updated	Not Applicable	Other Changes	18	Updated course description and learning outcomes
FLORIDA INTERNATIONAL UNIVERSITY	STA	2	122		STATISTICS FOR BEHAVIORAL AND SOCIAL SCIENCES I	01/01/2014	3.0		Math	Reviewed: No Updates	Not Applicable	Not Applicable	8	
FLORIDA INTERNATIONAL UNIVERSITY	STA	3	111		STATISTICS I	03/15/2022	3.0		Math	Reviewed: No Updates	Not Applicable	Not Applicable	1	
FLORIDA INTERNATIONAL UNIVERSITY	STA	3	145		STATISTICS FOR THE HEALTH PROFESSIONS	03/15/2022	3.0		Math	Reviewed: Removed from General Education	Not Applicable	Not Applicable	1	Removed from general education effective Fall 2025
FLORIDA INTERNATIONAL UNIVERSITY	AST	2	003		SOLAR SYSTEM ASTRONOMY	08/01/2005	3.0		Natural Science	Reviewed: No Updates	Not Applicable	Not Applicable	6	
FLORIDA INTERNATIONAL UNIVERSITY	AST	2	003	L	SOLAR SYSTEM ASTRONOMY LABORATORY	08/01/2005	1.0		Natural Science	Reviewed: No Updates	Not Applicable	Not Applicable	2	
FLORIDA INTERNATIONAL UNIVERSITY	BOT	1	010		INTRODUCTION TO PLANTS	08/02/2023	3		Natural Science	Reviewed: No Updates	Not Applicable	Not Applicable	25	
FLORIDA INTERNATIONAL UNIVERSITY	BOT	1	010	L	INTRODUCTION TO PLANTS LABORATORY	08/02/2023	1		Natural Science	Reviewed: No Updates	Not Applicable	Not Applicable	23	
FLORIDA INTERNATIONAL UNIVERSITY	BSC	2	011	L	GENERAL BIOLOGY LABORATORY II	08/01/2017	1		Natural Science	Reviewed: No Updates	Not Applicable	Not Applicable	26	
FLORIDA INTERNATIONAL UNIVERSITY	BSC	2	023		HUMAN BIOLOGY	08/01/1996	3		Natural Science	Reviewed: Updated	Not Applicable	Not Applicable	1	Updated course description and learning outcomes
FLORIDA INTERNATIONAL UNIVERSITY	BSC	2	023	L	HUMAN BIOLOGY LAB	08/01/1996	1		Natural Science	Reviewed: Updated	Not Applicable	Not Applicable	1	Updated course description and learning outcomes
FLORIDA INTERNATIONAL UNIVERSITY	BSC	2	086		ANATOMY AND PHYSIOLOGY II	05/26/2023	3		Natural Science	Reviewed: No Updates	Not Applicable	Not Applicable	27	
FLORIDA INTERNATIONAL UNIVERSITY	BSC	2	086	L	ANATOMY AND PHYSIOLOGY II LAB	05/26/2023	1		Natural Science	Reviewed: No Updates	Not Applicable	Not Applicable	23	
FLORIDA INTERNATIONAL UNIVERSITY	CHS	3	501		SURVEY OF FORENSIC SCIENCE	03/16/2022	3.0		Natural Science	Reviewed: No Updates	Not Applicable	Not Applicable	1	
FLORIDA INTERNATIONAL UNIVERSITY	CHS	3	501	L	LABORATORY	03/16/2022	1.0		Natural Science	Reviewed: No Updates	Not Applicable	Not Applicable	1	
FLORIDA INTERNATIONAL UNIVERSITY	EVR	3	013		ECOLOGY OF SOUTH FLORIDA	01/01/1992	3.0		Natural Science	Reviewed: Removed from General Education	Not Applicable	Not Applicable	1	Removed from general education effective Fall 2025
FLORIDA INTERNATIONAL UNIVERSITY	EVR	3	013	L	ECOLOGY OF SOUTH FLORIDA LAB	03/16/2022	1.0		Natural Science	Reviewed: Removed from General Education	Not Applicable	Not Applicable	1	Removed from general education effective Fall 2025
FLORIDA INTERNATIONAL UNIVERSITY	GLY	1	101		THE HISTORY OF LIFE	03/16/2022	3.0		Natural Science	Reviewed: No Updates	Not Applicable	Not Applicable	2	
FLORIDA INTERNATIONAL UNIVERSITY	GLY	1	101	L	THE HISTORY OF LIFE LABORATORY	03/16/2022	1.0		Natural Science	Reviewed: No Updates	Not Applicable	Not Applicable	1	
FLORIDA INTERNATIONAL UNIVERSITY	GLY	3	039	L	ENVIRONMENTAL GEOLOGY LAB	08/01/2001	1.0		Natural Science	Reviewed: Updated	Not Applicable	Not Applicable	1	Updated course description and learning outcomes
FLORIDA INTERNATIONAL UNIVERSITY	GLY	3	039		ENVIRONMENTAL GEOLOGY	08/03/2001	3.0		Natural Science	Reviewed: Updated	Not Applicable	Not Applicable	1	Updated course description and learning outcomes
FLORIDA INTERNATIONAL UNIVERSITY	HUN	2	000		FOUNDATIONS OF NUTRITION SCIENCE	03/16/2022	3.0		Natural Science	Reviewed: No Updates	Not Applicable	Not Applicable	1	
FLORIDA INTERNATIONAL UNIVERSITY	HUN	2	000	L	LABORATORY	03/16/2022	1.0		Natural Science	Reviewed: No Updates	Not Applicable	Not Applicable	1	
FLORIDA INTERNATIONAL UNIVERSITY	IDS	3	214		OUR COASTAL ENVIRONMENT FROM THE BAY TO THE WORLD	03/16/2022	3.0		Natural Science	Reviewed: Removed from General Education	Not Applicable	Not Applicable	1	Removed from general education effective Fall 2025
FLORIDA INTERNATIONAL UNIVERSITY	IDS	3	214	L	OUR COASTAL ENVIRONMENT FROM THE BAY TO THE WORLD LAB	03/16/2022	1.0		Natural Science	Reviewed: Removed from General Education	Not Applicable	Not Applicable	1	Removed from general education effective Fall 2025
FLORIDA INTERNATIONAL UNIVERSITY	MCB	2	000		INTRODUCTORY MICROBIOLOGY	03/16/2022	3		Natural Science	Reviewed: No Updates	Not Applicable	Not Applicable	7	
FLORIDA INTERNATIONAL UNIVERSITY	MCB	2	000	L	INTRODUCTORY MICROBIOLOGY LAB	03/16/2022	1		Natural Science	Reviewed: No Updates	Not Applicable	Not Applicable	4	
FLORIDA INTERNATIONAL UNIVERSITY	OCB	2	000		INTRODUCTION TO MARINE BIOLOGY	01/01/2014	3.0		Natural Science	Reviewed: No Updates	Not Applicable	Not Applicable	14	
FLORIDA INTERNATIONAL UNIVERSITY	OCB	2	000	L	INTRODUCTORY MARINE BIOLOGY LAB	01/01/2014	1.0		Natural Science	Reviewed: No Updates	Not Applicable	Not Applicable	8	
FLORIDA INTERNATIONAL UNIVERSITY	PHY	2	049	L	GENERAL PHYSICS LAB II	08/30/1997	1.0		Natural Science	Reviewed: No Updates	Not Applicable	Not Applicable	30	
FLORIDA INTERNATIONAL UNIVERSITY	PHY	2	049		PHYSICS WITH CALCULUS II	08/02/2019	4.0		Natural Science	Reviewed: No Updates	Not Applicable	Not Applicable	32	
FLORIDA INTERNATIONAL UNIVERSITY	PHY	2	054		PHYSICS WITHOUT CALCULUS II	01/01/2021	4.0		Natural Science	Reviewed: No Updates	Not Applicable	Not Applicable	30	
FLORIDA INTERNATIONAL UNIVERSITY	ANT	3	212		WORLD ETHNOGRAPHIES	03/16/2022	3.0		Social Sciences	Reviewed: No Updates	Not Applicable	Not Applicable	3	
FLORIDA INTERNATIONAL UNIVERSITY	ASN	3	410		INTRODUCTION TO EAST ASIA	03/16/2022	3.0		Social Sciences	Reviewed: Removed from General Education	Not Applicable	Not Applicable	1	Removed from general education effective Fall 2025
FLORIDA INTERNATIONAL UNIVERSITY	ECO	2	023		PRINCIPLES OF MICROECONOMICS	02/01/1996	3.0		Social Sciences	Reviewed: Updated	Not Applicable	Other Changes	26	Updated course description and learning outcomes
FLORIDA INTERNATIONAL UNIVERSITY	ECG	3	003		COMPARATIVE ECONOMIC SYSTEMS	03/16/2022	3.0		Social Sciences	Reviewed: No Updates	Not Applicable	Not Applicable	1	
FLORIDA INTERNATIONAL UNIVERSITY	EDF	3	521		EDUCATION IN HISTORY	03/16/2022	3.0		Social Sciences	Reviewed: Removed from General Education	Not Applicable	Not Applicable	1	Removed from general education effective Fall 2025
FLORIDA INTERNATIONAL UNIVERSITY	IDS	3	183		HEALTH WITHOUT BORDERS	03/16/2022	3.0		Social Sciences	Reviewed: No Updates	Not Applicable	Not Applicable	1	
FLORIDA INTERNATIONAL UNIVERSITY	INP	3	004		INTRODUCTORY INDUSTRIAL/ORGANIZATIONAL PSYCHOLOGY	08/01/2018	3.0		Social Sciences	Reviewed: Removed from General Education	Not Applicable	Not Applicable	2	Removed from general education effective Fall 2025
FLORIDA INTERNATIONAL UNIVERSITY	SPC	3	210		COMMUNICATION THEORY	03/16/2022	3.0		Social Sciences	Reviewed: Removed from General Education	Not Applicable	Not Applicable	1	Removed from general education effective Fall 2025
FLORIDA INTERNATIONAL UNIVERSITY	DAA	1	100		MODERN DANCE TECHNIQUE I	03/16/2022	3.0	Humanities		Reviewed: Removed from General Education	Not Applicable	Not Applicable	1	Removed from general education effective Fall 2025
FLORIDA INTERNATIONAL UNIVERSITY	DAA	1	200		BALLET TECHNIQUE I	03/16/2022	3.0	Humanities		Reviewed: Removed from General Education	Not Applicable	Not Applicable	1	Removed from general education effective Fall 2025
FLORIDA INTERNATIONAL UNIVERSITY	MGF	1	106		FINITE MATHEMATICS	08/01/2015	3	Math	Math	Reviewed: Removed from General Education	Not Applicable	Not Applicable	38	Removed from general education effective Fall 2024
FLORIDA INTERNATIONAL UNIVERSITY	MGF	1	107		MATH OF SOCIAL CHOICE AND DECISION-MAKING	08/01/2015	3	Math	Math	Reviewed: Removed from General Education	Not Applicable	Not Applicable	37	Removed from general education effective Fall 2024
FLORIDA INTERNATIONAL UNIVERSITY	BSC	1	010		GENERAL BIOLOGY I	08/01/2015	3	Natural Science	Natural Science	Reviewed: Removed from General Education	Not Applicable	Not Applicable	27	Discontinued in SCNS 8/1/2015; level changed to 2(010)
FLORIDA INTERNATIONAL UNIVERSITY	AMH	2	000		ORIGINS OF AMERICAN CIVILIZATION	05/01/1998	3.0		Communications	Reviewed: Removed from General Education	Not Applicable	Not Applicable	1	Discontinued in SCNS 8/1/2006; number change to 2041
FLORIDA INTERNATIONAL UNIVERSITY	AMH	2	041		ORIGINS OF AMERICAN CIVILIZATION	08/02/2016	3.0		Communications	Reviewed: Removed from General Education	Not Applicable	Not Applicable	3	Removed from general education effective Fall 2025
FLORIDA INTERNATIONAL UNIVERSITY	ENC	2	301		EXPOSITORY WRITING	01/29/1991	2.0		Communications	Reviewed: Removed from General Education	Not Applicable	Not Applicable	2	Discontinued in SCNS 8/2/2009
FLORIDA INTERNATIONAL UNIVERSITY	ENC	2	304		COLLEGE WRITING FOR TRANSFER STUDENTS	03/15/2022	3.0		Communications	Reviewed: Removed from General Education	Not Applicable	Not Applicable	1	Removed from general education effective Fall 2025
FLORIDA INTERNATIONAL UNIVERSITY	ENC	3	211		REPORT AND TECHNICAL WRITING	05/02/2007	3.0		Communications	Reviewed: Removed from General Education	Not Applicable	Not Applicable	0	Discontinued in SCNS 8/2/2009
FLORIDA INTERNATIONAL UNIVERSITY	ENC	3	213		PROFESSIONAL AND TECHNICAL WRITING	03/15/2022	3.0		Communications	Reviewed: Removed from General Education	Not Applicable	Not Applicable	1	Removed from general education effective Fall 2025
FLORIDA INTERNATIONAL UNIVERSITY	ENC	3	249		PROFESSIONAL AND TECHNICAL WRITING FOR COMPUTING	03/15/2022	3.0		Communications	Reviewed: Removed from General Education	Not Applicable	Not Applicable	1	Removed from general education effective Fall 2025
FLORIDA INTERNATIONAL UNIVERSITY	ENC	3	311		ADVANCED WRITING AND RESEARCH	01/01/2014	3.0		Communications	Reviewed: Removed from General Education	Not Applicable	Not Applicable	1	Removed from general education effective Fall 2025
FLORIDA INTERNATIONAL UNIVERSITY	ENC	3	314		WRITING ACROSS THE CURRICULUM	05/02/2007	3.0		Communications	Reviewed: Removed from General Education	Not Applicable	Not Applicable	0	Discontinued in SCNS 8/2/2016
FLORIDA INTERNATIONAL UNIVERSITY	SPC	2	016		COMMUNICATION IN BUSINESS	08/01/1999	3.0		Communications	Reviewed: Removed from General Education	Not Applicable	Not Applicable	0	Discontinued in SCNS 8/2/2009; number changed to 2065
FLORIDA INTERNATIONAL UNIVERSITY	PHI	2	011		PHILOS ANALYSIS:AN INTRO TO PROBLEMS OF PHILOSOPHY	05/01/2003	3.0		Communications,Humanities	Reviewed: Removed from General Education	Not Applicable	Not Applicable	1	Discontinued in SCNS 8/1/2014
FLORIDA INTERNATIONAL UNIVERSITY	AMH	2	041		ORIGINS OF AMERICAN CIVILIZATION	03/15/2022	3.0		Humanities	Reviewed: Removed from General Education	Not Applicable	Not Applicable	3	Removed from general education effective Fall 2025

Yellow = Revised  
Red = Removed  
No color = no changes from 7/31/2024 version

**Statewide Course Numbering System  
General Education Course Report**

FLORIDA INTERNATIONAL UNIVERSITY	AMH	2	042		MODERN AMERICAN CIVILIZATION	03/14/2022	3.0		Humanities	Reviewed: Removed from General Education	Not Applicable	Not Applicable	2	Removed from general education effective Fall 2025
FLORIDA INTERNATIONAL UNIVERSITY	AMH	4	570		AFRICAN-AMERICAN HISTORY	08/01/1994	3.0		Humanities	Reviewed: Removed from General Education	Not Applicable	Not Applicable	0	Removed from general education in 2003
FLORIDA INTERNATIONAL UNIVERSITY	AML	2	010		SURVEY OF AMERICAN LITERATURE I	08/01/2005	3.0		Humanities	Reviewed: Removed from General Education	Not Applicable	Not Applicable	23	Discontinued in SCNS 12/20/2016
FLORIDA INTERNATIONAL UNIVERSITY	AML	2	011		SURVEY OF AMERICAN LITERATURE I	06/01/1991	3.0		Humanities	Reviewed: Removed from General Education	Not Applicable	Not Applicable	3	Discontinued in SCNS 8/1/2005
FLORIDA INTERNATIONAL UNIVERSITY	AML	2	020		SURVEY OF AMERICAN LITERATURE II	08/01/1995	3.0		Humanities	Reviewed: Removed from General Education	Not Applicable	Not Applicable	22	Discontinued in SCNS 4/30/2017
FLORIDA INTERNATIONAL UNIVERSITY	ART	1	201	C	TWO-DIMENSIONAL DESIGN	08/01/2005	3.0		Humanities	Reviewed: Removed from General Education	Not Applicable	Not Applicable	2	Removed from general education in 2003
FLORIDA INTERNATIONAL UNIVERSITY	ART	1	202	C	TWO-DIMENSIONAL DESIGN	04/25/1991	3.0		Humanities	Reviewed: Removed from General Education	Not Applicable	Not Applicable	0	Discontinued in SCNS 8/1/2005
FLORIDA INTERNATIONAL UNIVERSITY	ART	1	203	C	THREE-DIMENSIONAL DESIGN	04/25/1991	3.0		Humanities	Reviewed: Removed from General Education	Not Applicable	Not Applicable	2	Removed from general education in 2003
FLORIDA INTERNATIONAL UNIVERSITY	ART	3	310	C	DRAWING	08/01/1996	3.0		Humanities	Reviewed: Removed from General Education	Not Applicable	Not Applicable	1	Removed from general education in 2012
FLORIDA INTERNATIONAL UNIVERSITY	ENG	2	100		INTRODUCTION TO FILM LITERATURE	08/02/2019	3.0		Humanities	Reviewed: Removed from General Education	Not Applicable	Not Applicable	4	Discontinued in SCNS 7/31/1990
FLORIDA INTERNATIONAL UNIVERSITY	ENG	4	121		HISTORY OF FILM	08/02/2019	3.0		Humanities	Reviewed: Removed from General Education	Not Applicable	Not Applicable	1	Removed from general education in 2003
FLORIDA INTERNATIONAL UNIVERSITY	ENG	4	132		STUDIES IN THE FILM	08/02/2019	3.0		Humanities	Reviewed: Removed from General Education	Not Applicable	Not Applicable	1	Removed from general education in 2003
FLORIDA INTERNATIONAL UNIVERSITY	ENL	2	012		SURVEY OF BRITISH LITERATURE I	08/01/2005	3.0		Humanities	Reviewed: Removed from General Education	Not Applicable	Not Applicable	21	Discontinued in SCNS 12/20/2016
FLORIDA INTERNATIONAL UNIVERSITY	ENL	2	022		SURVEY OF BRITISH LITERATURE II	08/01/2005	3.0		Humanities	Reviewed: Removed from General Education	Not Applicable	Not Applicable	24	Discontinued in SCNS 4/30/2017
FLORIDA INTERNATIONAL UNIVERSITY	FRE	3	500		HISTORY OF FRENCH CIVILIZATION	01/01/2007	3.0		Humanities	Reviewed: Removed from General Education	Not Applicable	Not Applicable	2	Removed from general education in 2003
FLORIDA INTERNATIONAL UNIVERSITY	FRE	4	501		CONTEMPORARY FRENCH SOCIETY	01/01/2007	3.0		Humanities	Reviewed: Removed from General Education	Not Applicable	Not Applicable	1	Removed from general education in 2003
FLORIDA INTERNATIONAL UNIVERSITY	FRT	2	141		LITERATURE IN TRANSLATION	08/01/1983	3.0		Humanities	Reviewed: Removed from General Education	Not Applicable	Not Applicable	3	Remove from general education effective Fall 2025
FLORIDA INTERNATIONAL UNIVERSITY	FRW	3	200		FRENCH LITERATURE I	01/01/2007	3.0		Humanities	Reviewed: Removed from General Education	Not Applicable	Not Applicable	0	Discontinued in SCNS 12/20/2014
FLORIDA INTERNATIONAL UNIVERSITY	HUM	3	231		RENAISSANCE AND BAROQUE CULTURES	08/01/2002	3.0		Humanities	Reviewed: Removed from General Education	Not Applicable	Not Applicable	0	Discontinued in SCNS 8/2/2016
FLORIDA INTERNATIONAL UNIVERSITY	HUM	3	246		THE ENLIGHTENMENT AND THE MODERN WORLD	03/01/1998	3.0		Humanities	Reviewed: Removed from General Education	Not Applicable	Not Applicable	0	Discontinued in SCNS 8/2/2016
FLORIDA INTERNATIONAL UNIVERSITY	HUM	3	304		VALUES IN CONFLICT	07/01/1998	3.0		Humanities	Reviewed: Removed from General Education	Not Applicable	Not Applicable	0	Discontinued in SCNS 8/2/2016
FLORIDA INTERNATIONAL UNIVERSITY	HUM	3	432		THE ROMAN WORLD	01/01/1998	3.0		Humanities	Reviewed: Removed from General Education	Not Applicable	Not Applicable	1	Removed from general education in 2003
FLORIDA INTERNATIONAL UNIVERSITY	HUM	3	435		THE MEDIEVAL WORLD	01/01/1998	3.0		Humanities	Reviewed: Removed from General Education	Not Applicable	Not Applicable	0	Discontinued in SCNS 8/2/2016
FLORIDA INTERNATIONAL UNIVERSITY	HUM	3	545		ART AND LITERATURE	01/01/1998	3.0		Humanities	Reviewed: Removed from General Education	Not Applicable	Not Applicable	0	Discontinued in SCNS 8/2/2016
FLORIDA INTERNATIONAL UNIVERSITY	HUM	4	392		HUMAN CONCERNS	08/01/1990	3.0		Humanities	Reviewed: Removed from General Education	Not Applicable	Not Applicable	0	Discontinued in SCNS 8/2/2016
FLORIDA INTERNATIONAL UNIVERSITY	HUM	4	431		THE GREEK WORLD	01/01/1998	3.0		Humanities	Reviewed: Removed from General Education	Not Applicable	Not Applicable	1	Removed from general education in 2003
FLORIDA INTERNATIONAL UNIVERSITY	HUM	4	491		CULTURAL HERITAGES AND CULTURAL CHANGES	01/01/1998	3.0		Humanities	Reviewed: Removed from General Education	Not Applicable	Not Applicable	0	Discontinued in SCNS 8/2/2016
FLORIDA INTERNATIONAL UNIVERSITY	HUM	4	543		LITERATURE AND PHILOSOPHY	01/01/1998	3.0		Humanities	Reviewed: Removed from General Education	Not Applicable	Not Applicable	1	Removed from general education in 2003
FLORIDA INTERNATIONAL UNIVERSITY	HUM	4	544		LITERATURE AND THE HUMANITIES	01/01/1998	3.0		Humanities	Reviewed: Removed from General Education	Not Applicable	Not Applicable	0	Discontinued in SCNS 8/2/2016
FLORIDA INTERNATIONAL UNIVERSITY	HUM	4	555		SYMBOLS AND MYTHS	01/01/1998	3.0		Humanities	Reviewed: Removed from General Education	Not Applicable	Not Applicable	1	Removed from general education in 2003
FLORIDA INTERNATIONAL UNIVERSITY	HUM	4	561		ETHICS AND THE HUMANITIES	01/01/1998	3.0		Humanities	Reviewed: Removed from General Education	Not Applicable	Not Applicable	0	Discontinued in SCNS 8/2/2016
FLORIDA INTERNATIONAL UNIVERSITY	LBS	4	210		WOMEN AND WORK	08/02/2016	3.0		Humanities	Reviewed: Removed from General Education	Not Applicable	Not Applicable	1	Removed from general education in 2003
FLORIDA INTERNATIONAL UNIVERSITY	LIT	2	010		INTRODUCTION TO FICTION	08/02/2019	3.0		Humanities	Reviewed: Removed from General Education	Not Applicable	Not Applicable	3	Discontinued in SCNS 12/20/2016
FLORIDA INTERNATIONAL UNIVERSITY	LIT	2	030		INTRODUCTION TO POETRY	08/02/2019	3.0		Humanities	Reviewed: Removed from General Education	Not Applicable	Not Applicable	8	Discontinued in SCNS 8/2/2019
FLORIDA INTERNATIONAL UNIVERSITY	LIT	2	040		INTRODUCTION TO DRAMATIC LITERATURE	08/10/2019	3.0		Humanities	Reviewed: Removed from General Education	Not Applicable	Not Applicable	4	Discontinued in SCNS 7/1/2023
FLORIDA INTERNATIONAL UNIVERSITY	LIT	2	120		WORLD LITERATURE II	03/01/1998	3.0		Humanities	Reviewed: Removed from General Education	Not Applicable	Not Applicable	26	Removed from general education in 2003
FLORIDA INTERNATIONAL UNIVERSITY	LIT	3	200		THEMES IN LITERATURE	08/02/2019	3.0		Humanities	Reviewed: Removed from General Education	Not Applicable	Not Applicable	1	Removed from general education in 2003
FLORIDA INTERNATIONAL UNIVERSITY	LIT	3	383		WOMEN IN LITERATURE	05/02/2007	3.0		Humanities	Reviewed: Removed from General Education	Not Applicable	Not Applicable	2	Discontinued in SCNS 8/2/2016
FLORIDA INTERNATIONAL UNIVERSITY	MUH	1	011		MUSIC APPRECIATION	08/01/1985	3.0		Humanities	Reviewed: Removed from General Education	Not Applicable	Not Applicable	7	Discontinued in SCNS 8/1/2014
FLORIDA INTERNATIONAL UNIVERSITY	ORI	3	005		BASIC ORAL INTERP	05/01/2003	3.0		Humanities	Reviewed: Removed from General Education	Not Applicable	Not Applicable	1	Removed from general education in 2016
FLORIDA INTERNATIONAL UNIVERSITY	PHH	3	100		ANCIENT PHILOSOPHY	03/01/1998	3.0		Humanities	Reviewed: Removed from General Education	Not Applicable	Not Applicable	2	Removed from general education in 2003
FLORIDA INTERNATIONAL UNIVERSITY	PHH	3	200		MEDIEVAL PHILOSOPHY	01/01/1998	3.0		Humanities	Reviewed: Removed from General Education	Not Applicable	Not Applicable	1	Removed from general education in 2003
FLORIDA INTERNATIONAL UNIVERSITY	PHH	3	420		EARLY MODERN PHILOSOPHY	03/01/1998	3.0		Humanities	Reviewed: Removed from General Education	Not Applicable	Not Applicable	1	Removed from general education in 2016
FLORIDA INTERNATIONAL UNIVERSITY	PHH	3	440		LATE MODERN PHILOSOPHY	08/02/2019	3.0		Humanities	Reviewed: Removed from General Education	Not Applicable	Not Applicable	1	Removed from general education in 2003
FLORIDA INTERNATIONAL UNIVERSITY	PHI	3	500		METAPHYSICS	03/01/1998	3.0		Humanities	Reviewed: Removed from General Education	Not Applicable	Not Applicable	2	Removed from general education in 2003
FLORIDA INTERNATIONAL UNIVERSITY	PHI	3	762		EASTERN PHILOSOPHY & RELIGIOUS THOUGHT	03/01/1998	3.0		Humanities	Reviewed: Removed from General Education	Not Applicable	Not Applicable	1	Removed from general education in 2003
FLORIDA INTERNATIONAL UNIVERSITY	PHM	3	200		SOCIAL AND POLITICAL PHILOSOPHY	03/01/1998	3.0		Humanities	Reviewed: Removed from General Education	Not Applicable	Not Applicable	1	Removed from general education in 2003
FLORIDA INTERNATIONAL UNIVERSITY	POR	3	500		LUSO-BRAZILIAN CULTURE	01/01/2014	3.0		Humanities	Reviewed: Removed from General Education	Not Applicable	Not Applicable	2	Removed from general education in 2003
FLORIDA INTERNATIONAL UNIVERSITY	REL	3	076		NEW RELIGIOUS MOVEMENTS	05/02/2014	3.0		Humanities	Reviewed: Removed from General Education	Not Applicable	Not Applicable	2	Removed from general education in 2003
FLORIDA INTERNATIONAL UNIVERSITY	REL	3	100		INTRODUCTION TO RELIGION AND CULTURE	03/01/1998	3.0		Humanities	Reviewed: Removed from General Education	Not Applicable	Not Applicable	1	Removed from general education in 2003
FLORIDA INTERNATIONAL UNIVERSITY	REL	3	131		SECTS AND CULTS	08/01/2008	3.0		Humanities	Reviewed: Removed from General Education	Not Applicable	Not Applicable	1	Discontinued in SCNS 8/1/2013
FLORIDA INTERNATIONAL UNIVERSITY	REL	3	170		ETHICS IN WORLD RELIGION	05/01/1998	3.0		Humanities	Reviewed: Removed from General Education	Not Applicable	Not Applicable	2	Removed from general education in 2003
FLORIDA INTERNATIONAL UNIVERSITY	REL	3	302		STUDIES IN WORLD RELIGIONS	01/01/1990	3.0		Humanities	Reviewed: Removed from General Education	Not Applicable	Not Applicable	1	Discontinued in SCNS 8/13/2003
FLORIDA INTERNATIONAL UNIVERSITY	SPC	2	065		COMMUNICATION IN BUSINESS	08/01/2010	3.0		Humanities	Reviewed: Removed from General Education	Not Applicable	Not Applicable	2	Error in SCNS; never a general education course
FLORIDA INTERNATIONAL UNIVERSITY	SPC	2	600		PUBLIC SPEAKING	03/01/1998	3.0		Humanities	Reviewed: Removed from General Education	Not Applicable	Not Applicable	20	Discontinued in SCNS 8/2/2009
FLORIDA INTERNATIONAL UNIVERSITY	SPN	4	500		SPANISH CULTURE	08/02/2018	3.0		Humanities	Reviewed: Removed from General Education	Not Applicable	Not Applicable	1	Removed from general education in 2003
FLORIDA INTERNATIONAL UNIVERSITY	SPW	3	820		PENINSULAR SPANISH LITERATURE	05/20/1998	3.0		Humanities	Reviewed: Removed from General Education	Not Applicable	Not Applicable	1	Removed from general education in 2003
FLORIDA INTERNATIONAL UNIVERSITY	THE	4	110		THEATRE HISTORY I	03/01/1998	3.0		Humanities	Reviewed: Removed from General Education	Not Applicable	Not Applicable	2	Removed from general education in 2003
FLORIDA INTERNATIONAL UNIVERSITY	THE	4	111		THEATRE HISTORY II	01/01/1998	3.0		Humanities	Reviewed: Removed from General Education	Not Applicable	Not Applicable	2	Removed from general education in 2003
FLORIDA INTERNATIONAL UNIVERSITY	MAC	2	147		PRECALCULUS MATHEMATICS	05/01/2008	4.0		Math	Reviewed: Removed from General Education	Not Applicable	Not Applicable	2	Discontinued in SCNS 8/1/2012
FLORIDA INTERNATIONAL UNIVERSITY	AST	2	004		STELLAR ASTRONOMY	08/01/2005	3.0		Natural Science	Reviewed: Removed from General Education	Not Applicable	Not Applicable	8	Removed from general education in 2015
FLORIDA INTERNATIONAL UNIVERSITY	AST	2	004	L	STELLAR ASTRONOMY LABORATORY	08/01/2005	1.0		Natural Science	Reviewed: Removed from General Education	Not Applicable	Not Applicable	3	Removed from general education in 2015
FLORIDA INTERNATIONAL UNIVERSITY	AST	2	100		SOLAR SYSTEM ASTRONOMY	01/01/2001	3.0		Natural Science	Reviewed: Removed from General Education	Not Applicable	Not Applicable	1	Discontinued in SCNS 8/1/2005
FLORIDA INTERNATIONAL UNIVERSITY	AST	2	100	L	SOLAR SYSTEM ASTRONOMY LABORATORY	08/01/1996	1.0		Natural Science	Reviewed: Removed from General Education	Not Applicable	Not Applicable	1	Discontinued in SCNS 8/1/2005
FLORIDA INTERNATIONAL UNIVERSITY	BSC	1	010	L	GENERAL BIOLOGY LABORATORY I	03/21/1996	1		Natural Science	Reviewed: Removed from General Education	Not Applicable	Not Applicable	25	Discontinued in SCNS 3/21/1996
FLORIDA INTERNATIONAL UNIVERSITY	BSC	1	011	L	GENERAL BIOLOGY LABORATORY II	03/21/1996	1		Natural Science	Reviewed: Removed from General Education	Not Applicable	Not Applicable	19	Discontinued in SCNS 8/1/2017
FLORIDA INTERNATIONAL UNIVERSITY	BSC	1	011		GENERAL BIOLOGY II	08/01/2010	3		Natural Science	Reviewed: Removed from General Education	Not Applicable	Not Applicable	20	Discontinued in SCNS 8/1/2017
FLORIDA INTERNATIONAL UNIVERSITY	BSC	2	010	L	GENERAL BIOLOGY LABORATORY I	08/02/2019	1		Natural Science	Reviewed: Removed from General Education	Not Applicable	Not Applicable	35	Removed from general education effective Fall 2024
FLORIDA INTERNATIONAL UNIVERSITY	CHM	1	020	L	CHEMISTRY AND SOCIETY LAB	08/02/2016	1.0		Natural Science	Reviewed: Removed from General Education	Not Applicable	Not Applicable	15	Removed from general education effective Fall 2024
FLORIDA INTERNATIONAL UNIVERSITY	CHM	1	025		FUNDAMENTALS OF CHEMISTRY	01/01/2019	3		Natural Science	Reviewed: Removed from General Education	Not Applicable	Not Applicable	22	Removed from general education in 2016
FLORIDA INTERNATIONAL UNIVERSITY	CHM	1	032		CHEMISTRY AND SOCIETY	06/09/1990	3.0		Natural Science	Reviewed: Removed from General Education	Not Applicable	Not Applicable	19	Discontinued in SCNS 8/9/2016
FLORIDA INTERNATIONAL UNIVERSITY	CHM	1	032	L	CHEMISTRY AND SOCIETY LAB	06/09/1990	1.0		Natural Science	Reviewed: Removed from General Education	Not Applicable	Not Applicable	13	Discontinued in SCNS 8/2/2016
FLORIDA INTERNATIONAL UNIVERSITY	CHM	1	045	L	GENERAL CHEMISTRY I LAB	09/01/1987	1.0		Natural Science	Reviewed: Removed from General Education	Not Applicable	Not Applicable	34	Removed from general education effective Fall 2024
FLORIDA INTERNATIONAL UNIVERSITY	CHM	1	046	L	GENERAL CHEMISTRY II LAB	09/01/1987	1.0		Natural Science	Reviewed: Removed from General Education	Not Applicable	Not Applicable	27	Removed from general education in 2003
FLORIDA INTERNATIONAL UNIVERSITY	CHM	1	046		GENERAL CHEMISTRY II	09/01/1987	3.0		Natural Science	Reviewed: Removed from General Education	Not Applicable	Not Applicable	31	Removed from general education in 2003
FLORIDA INTERNATIONAL UNIVERSITY	CHM	2	200	L	SURVEY ORGANIC CHEMISTRY LAB	08/30/1997	1.0		Natural Science	Reviewed: Removed from General Education	Not Applicable	Not Applicable	3	Removed from general education in 2003

Yellow = Revised  
Red = Removed  
No color = no changes from 7/31/2024 version

**Statewide Course Numbering System  
General Education Course Report**

FLORIDA INTERNATIONAL UNIVERSITY	CHM	2	200		SURVEY ORGANIC CHEMISTRY	08/30/1997	3.0		Natural Science	Reviewed: Removed from General Education	Not Applicable	Not Applicable	3	Removed from general education in 2003
FLORIDA INTERNATIONAL UNIVERSITY	EVR	1	001	L	INTRODUCTION TO ENVIRONMENTAL SCIENCE LAB	08/01/2015	1.0		Natural Science	Reviewed: Removed from General Education	Not Applicable	Not Applicable	14	Removed from general education effective Fall 2024
FLORIDA INTERNATIONAL UNIVERSITY	EVR	3	010		ENERGY FLOW IN NATURAL & MAN-MADE SYS	08/01/2015	3.0		Natural Science	Reviewed: Removed from General Education	Not Applicable	Not Applicable	1	Removed from general education in 2003
FLORIDA INTERNATIONAL UNIVERSITY	EVR	3	011	L	ENVIRONMENTAL SCIENCE: POLLUTION LAB	08/01/1996	1.0		Natural Science	Reviewed: Removed from General Education	Not Applicable	Not Applicable	0	Discontinued in SCNS 12/20/2015
FLORIDA INTERNATIONAL UNIVERSITY	EVR	3	011		ENVIRONMENTAL RESOURCES & POLLUTION	08/01/2015	3.0		Natural Science	Reviewed: Removed from General Education	Not Applicable	Not Applicable	1	Removed from general education in 2019
FLORIDA INTERNATIONAL UNIVERSITY	EVR	4	312		ENERGY RESOURCES	02/19/1996	3.0		Natural Science	Reviewed: Removed from General Education	Not Applicable	Not Applicable	1	Discontinued in SCNS 5/1/2017
FLORIDA INTERNATIONAL UNIVERSITY	GEO	2	200		PHYSICAL GEOGRAPHY	01/01/1998	3.0		Natural Science	Reviewed: Removed from General Education	Not Applicable	Not Applicable	6	Discontinued in SCNS 12/20/2008
FLORIDA INTERNATIONAL UNIVERSITY	GEO	2	200	L	PHYSICAL GEOGRAPHY LABORATORY	03/01/1998	1.0		Natural Science	Reviewed: Removed from General Education	Not Applicable	Not Applicable	4	Discontinued in SCNS 4/30/1998
FLORIDA INTERNATIONAL UNIVERSITY	GEO	3	510		EARTH RESOURCES	01/01/2012	3.0		Natural Science	Reviewed: Removed from General Education	Not Applicable	Not Applicable	1	Removed from general education in 2021
FLORIDA INTERNATIONAL UNIVERSITY	GLY	1	010	L	PHYSICAL GEOLOGY LAB	08/01/2015	1.0		Natural Science	Reviewed: Removed from General Education	Not Applicable	Not Applicable	9	Removed from general education effective Fall 2024
FLORIDA INTERNATIONAL UNIVERSITY	GLY	1	100	L	HISTORICAL GEOLOGY LAB	01/01/1998	1.0		Natural Science	Reviewed: Removed from General Education	Not Applicable	Not Applicable	7	Discontinued in SCNS 4/30/2001
FLORIDA INTERNATIONAL UNIVERSITY	GLY	1	100		HISTORICAL GEOLOGY	08/01/1981	3.0		Natural Science	Reviewed: Removed from General Education	Not Applicable	Not Applicable	11	Discontinued in SCNS 4/30/2001
FLORIDA INTERNATIONAL UNIVERSITY	HUN	2	201		PRINCIPLES OF NUTRITION	05/01/2013	3.0		Natural Science	Reviewed: Removed from General Education	Not Applicable	Not Applicable	11	Removed from general education in 2003
FLORIDA INTERNATIONAL UNIVERSITY	HUN	2	201	L	PRINCIPLES OF NUTRITION LABORATORY	08/01/1995	1.0		Natural Science	Reviewed: Removed from General Education	Not Applicable	Not Applicable	0	Discontinued in SCNS 5/1/2013
FLORIDA INTERNATIONAL UNIVERSITY	OCE	3	014		OCEANOGRAPHY	01/30/1997	3.0		Natural Science	Reviewed: Removed from General Education	Not Applicable	Not Applicable	1	Removed from general education in 2021
FLORIDA INTERNATIONAL UNIVERSITY	OCE	3	014		OCEANOGRAPHY	01/01/2014	3.0		Natural Science	Reviewed: Removed from General Education	Not Applicable	Not Applicable	1	Removed from general education in 2021
FLORIDA INTERNATIONAL UNIVERSITY	OCP	3	002		OCEANOGRAPHY	08/02/2007	3.0		Natural Science	Reviewed: Removed from General Education	Not Applicable	Not Applicable	0	Discontinued in SCNS 12/31/2007
FLORIDA INTERNATIONAL UNIVERSITY	PHY	2	048	L	GENERAL PHYSICS LAB I	08/30/1997	1.0		Natural Science	Reviewed: Removed from General Education	Not Applicable	Not Applicable	33	Removed from general education effective Fall 2024
FLORIDA INTERNATIONAL UNIVERSITY	AFA	2	004		BLACK POPULAR CULTURES: GLOBAL DIMENSIONS	03/16/2022	3.0		Social Sciences	Reviewed: Removed from General Education	Not Applicable	Not Applicable	1	Removed from general education effective Fall 2025
FLORIDA INTERNATIONAL UNIVERSITY	AMH	3	560		HISTORY OF WOMEN IN THE UNITED STATES	04/04/2022	3.0		Social Sciences	Reviewed: Removed from General Education	Not Applicable	Not Applicable	1	Removed from general education effective Fall 2025
FLORIDA INTERNATIONAL UNIVERSITY	ANT	3	451		ANTHROPOLOGY OF RACE AND ETHNICITY	05/01/2004	3.0		Social Sciences	Reviewed: Removed from General Education	Not Applicable	Not Applicable	2	Removed from general education effective Fall 2025
FLORIDA INTERNATIONAL UNIVERSITY	CLP	2	001		PERSONAL ADJUSTMENT	05/01/2006	3.0		Social Sciences	Reviewed: Removed from General Education	Not Applicable	Not Applicable	7	Removed from general education in 2003
FLORIDA INTERNATIONAL UNIVERSITY	CLP	3	003		PERSONAL ADJUSTMENT	03/01/1998	3.0		Social Sciences	Reviewed: Removed from General Education	Not Applicable	Not Applicable	1	Discontinued in SCNS 8/1/2005
FLORIDA INTERNATIONAL UNIVERSITY	CLP	4	144		ABNORMAL PSYCHOLOGY	03/01/1998	3.0		Social Sciences	Reviewed: Removed from General Education	Not Applicable	Not Applicable	1	Discontinued in SCNS 5/1/2011
FLORIDA INTERNATIONAL UNIVERSITY	CLP	4	146		PSYCHOPATHOLOGY	01/01/2018	3.0		Social Sciences	Reviewed: Removed from General Education	Not Applicable	Not Applicable	1	Removed from general education in 2003
FLORIDA INTERNATIONAL UNIVERSITY	CLP	4	314		PSYCHOLOGY OF HEALTH & ILLNESS	05/01/2011	3.0		Social Sciences	Reviewed: Removed from General Education	Not Applicable	Not Applicable	1	Removed from general education in 2003
FLORIDA INTERNATIONAL UNIVERSITY	CYP	3	003		INTRO TO COMMUNITY PSYCHOLOGY	03/01/1998	3.0		Social Sciences	Reviewed: Removed from General Education	Not Applicable	Not Applicable	1	Removed from general education in 2003
FLORIDA INTERNATIONAL UNIVERSITY	DEP	2	001		PSYCHOLOGY OF INFANCY AND CHILDHOOD	05/01/1998	3.0		Social Sciences	Reviewed: Removed from General Education	Not Applicable	Not Applicable	2	Removed from general education in 2003
FLORIDA INTERNATIONAL UNIVERSITY	DEP	3	305		PSYCHOLOGY OF ADOLESCENCE	08/01/2005	3.0		Social Sciences	Reviewed: Removed from General Education	Not Applicable	Not Applicable	2	Removed from general education in 2003
FLORIDA INTERNATIONAL UNIVERSITY	DEP	3	404		PSYCH OF ADULTHOOD	08/30/1998	3.0		Social Sciences	Reviewed: Removed from General Education	Not Applicable	Not Applicable	2	Removed from general education in 2003
FLORIDA INTERNATIONAL UNIVERSITY	DEP	4	464		PSYCHOLOGY OF AGING	03/01/1998	3.0		Social Sciences	Reviewed: Removed from General Education	Not Applicable	Not Applicable	2	Removed from general education in 2003
FLORIDA INTERNATIONAL UNIVERSITY	EAB	3	794		PRINCIPLES OF APPLIED BEHAVIOR ANALYSIS	08/01/2020	3.0		Social Sciences	Reviewed: Removed from General Education	Not Applicable	Not Applicable	1	Removed from general education in 2003
FLORIDA INTERNATIONAL UNIVERSITY	EAB	4	794		PRIN & THEORIES OF BEHAVIOR MODIFICATION	07/15/1985	3.0		Social Sciences	Reviewed: Removed from General Education	Not Applicable	Not Applicable	0	Discontinued in SCNS 8/2/2020
FLORIDA INTERNATIONAL UNIVERSITY	ECS	3	021		WOMEN, CULTURE, AND ECONOMIC DEVELOPMENT	03/16/2022	3.0		Social Sciences	Reviewed: Removed from General Education	Not Applicable	Not Applicable	1	Removed from general education effective Fall 2025
FLORIDA INTERNATIONAL UNIVERSITY	EXP	3	304		MOTIVATION AND EMOTION	03/01/1998	3.0		Social Sciences	Reviewed: Removed from General Education	Not Applicable	Not Applicable	1	Removed from general education in 2003
FLORIDA INTERNATIONAL UNIVERSITY	EXP	4	604		COGNITIVE PROCESSES	08/01/2018	3.0		Social Sciences	Reviewed: Removed from General Education	Not Applicable	Not Applicable	2	Removed from general education in 2003
FLORIDA INTERNATIONAL UNIVERSITY	GEO	3	471		POLITICAL GEOGRAPHY	08/01/2012	3.0		Social Sciences	Reviewed: Removed from General Education	Not Applicable	Not Applicable	1	Removed from general education in 2003
FLORIDA INTERNATIONAL UNIVERSITY	IDS	3	333		DIVERSITY OF MEANING: LANGUAGE, CULTURE, AND GENDER IN SOCIETY	03/16/2022	3.0		Social Sciences	Reviewed: Removed from General Education	Not Applicable	Not Applicable	1	Removed from general education effective Fall 2025
FLORIDA INTERNATIONAL UNIVERSITY	INP	2	002		INTRO INDUSTRIAL/ORGANIZATIONAL PSYCH	08/30/1997	3.0		Social Sciences	Reviewed: Removed from General Education	Not Applicable	Not Applicable	1	Discontinued in SCNS 8/2/2018
FLORIDA INTERNATIONAL UNIVERSITY	INR	3	043		POPULATION AND SOCIETY	03/01/1998	3.0		Social Sciences	Reviewed: Removed from General Education	Not Applicable	Not Applicable	1	Removed from general education in 2003
FLORIDA INTERNATIONAL UNIVERSITY	MUL	5	402		KEYBOARD LITERATURE	01/01/1998	3.0		Social Sciences	Reviewed: Removed from General Education	Not Applicable	Not Applicable	0	Discontinued in SCNS 5/11/1998
FLORIDA INTERNATIONAL UNIVERSITY	POS	2	042		AMERICAN GOVERNMENT	08/01/1996	3.0		Social Sciences	Reviewed: Removed from General Education	Not Applicable	Not Applicable	0	Discontinued in SCNS 5/1/2015
FLORIDA INTERNATIONAL UNIVERSITY	PPE	3	003		THEORIES OF PERSONALITY	03/01/1998	3.0		Social Sciences	Reviewed: Removed from General Education	Not Applicable	Not Applicable	2	Removed from general education in 2003
FLORIDA INTERNATIONAL UNIVERSITY	PSY	2	020		INTRODUCTION TO PSYCHOLOGY	08/01/1996	2.0		Social Sciences	Reviewed: Removed from General Education	Not Applicable	Not Applicable	1	Discontinued in SCNS 5/1/2009
FLORIDA INTERNATIONAL UNIVERSITY	SOP	2	772		PSYCHOLOGY OF SEXUAL BEHAVIOR	08/30/1997	3.0		Social Sciences	Reviewed: Removed from General Education	Not Applicable	Not Applicable	2	Removed from general education in 2003
FLORIDA INTERNATIONAL UNIVERSITY	SOP	3	004		INTRODUCTORY SOCIAL PSYCHOLOGY	03/01/1998	3.0		Social Sciences	Reviewed: Removed from General Education	Not Applicable	Not Applicable	3	Removed from general education effective Fall 2025
FLORIDA INTERNATIONAL UNIVERSITY	SOP	3	742		PSYCHOLOGY OF WOMEN	01/02/2022	3.0		Social Sciences	Reviewed: Removed from General Education	Not Applicable	Not Applicable	2	Removed from general education in 2003
FLORIDA INTERNATIONAL UNIVERSITY	SOP	3	932		PSYCHOLOGY OF DRUGS AND DRUG USE	08/01/2021	3.0		Social Sciences	Reviewed: Removed from General Education	Not Applicable	Not Applicable	1	Removed from general education in 2003
FLORIDA INTERNATIONAL UNIVERSITY	SOP	4	645		CONSUMER PSYCHOLOGY	03/01/1998	3.0		Social Sciences	Reviewed: Removed from General Education	Not Applicable	Not Applicable	0	Discontinued in SCNS 8/1/2015
FLORIDA INTERNATIONAL UNIVERSITY	SYD	3	804		SOCIOLOGY OF GENDER	03/16/2022	3.0		Social Sciences	Reviewed: Removed from General Education	Not Applicable	Not Applicable	1	Removed from general education effective Fall 2025
FLORIDA INTERNATIONAL UNIVERSITY	WST	3	015		INTRODUCTION TO GLOBAL GENDER AND WOMEN'S STUDIES	03/16/2022	3.0		Social Sciences	Reviewed: Removed from General Education	Not Applicable	Not Applicable	2	Removed from general education effective Fall 2025
FLORIDA INTERNATIONAL UNIVERSITY	WST	3	641		INTRODUCTION TO LGBTQ+ STUDIES	03/16/2022	3.0		Social Sciences	Reviewed: Removed from General Education	Not Applicable	Not Applicable	1	Removed from general education effective Fall 2025
FLORIDA INTERNATIONAL UNIVERSITY	ENC	1	101		WRITING AND RHETORIC I	08/01/2015	3	Communications	Communications	Reviewed: Updated	Not Applicable	Course Description	39	Updated course description based on Articulation Committee description
FLORIDA INTERNATIONAL UNIVERSITY	MUL	1	010		MUSIC LITERATURE/MUSIC APPRECIATION	08/01/2015	3	Humanities	Humanities	Reviewed: Updated	Not Applicable	Course Description	37	Updated course description based on Articulation Committee description
FLORIDA INTERNATIONAL UNIVERSITY	THE	2	000		THEATRE APPRECIATION	08/01/2015	3	Humanities	Humanities	Reviewed: Updated	Not Applicable	Course Description	36	Updated course description based on Articulation Committee description
FLORIDA INTERNATIONAL UNIVERSITY	ARH	2	000		EXPLORING ART	08/01/2015	3	Humanities		Reviewed: Updated	Both General Education (Core/Institution)	Course Description	38	Updated course description based on Articulation Committee description
FLORIDA INTERNATIONAL UNIVERSITY	HUM	1	020		INTRODUCTION TO HUMANITIES	08/01/2015	3	Humanities		Reviewed: Updated	Both General Education (Core/Institution)	Course Description	36	Updated course description based on Articulation Committee description
FLORIDA INTERNATIONAL UNIVERSITY	LIT	1	000		INTRODUCTION TO LITERATURE	08/01/2015	3	Humanities		Reviewed: Updated	Both General Education (Core/Institution)	Course Description	35	Updated course description based on Articulation Committee description
FLORIDA INTERNATIONAL UNIVERSITY	PHI	2	010		INTRODUCTION TO PHILOSOPHY	04/04/2022	3	Humanities		Reviewed: Updated	Both General Education (Core/Institution)	Course Description	38	Updated course description based on Articulation Committee description
FLORIDA INTERNATIONAL UNIVERSITY	MAC	2	311		CALCULUS I	08/02/2019	4	Math	Math	Reviewed: Updated	Not Applicable	Course Description	39	Updated course description based on Articulation Committee description
FLORIDA INTERNATIONAL UNIVERSITY	MAC	1	105		COLLEGE ALGEBRA	01/01/2019	3	Math		Reviewed: Updated	Both General Education (Core/Institution)	Course Description	38	Updated course description based on Articulation Committee description
FLORIDA INTERNATIONAL UNIVERSITY	STA	2	023		STATISTICS FOR BUSINESS AND ECONOMICS	08/01/2017	3	Math		Reviewed: Updated	Both General Education (Core/Institution)	Course Description	39	Updated course description based on Articulation Committee description
FLORIDA INTERNATIONAL UNIVERSITY	BSC	2	010		GENERAL BIOLOGY I	08/01/2015	3	Natural Science	Natural Science	Reviewed: Updated	Not Applicable	Course Description	39	Updated course description based on Articulation Committee description
FLORIDA INTERNATIONAL UNIVERSITY	CHM	1	020		CHEMISTRY AND SOCIETY	03/23/2022	3.0	Natural Science	Natural Science	Reviewed: Updated	Not Applicable	Course Description	31	Updated course description based on Articulation Committee description
FLORIDA INTERNATIONAL UNIVERSITY	CHM	1	045		GENERAL CHEMISTRY I	08/02/2019	3	Natural Science	Natural Science	Reviewed: Updated	Not Applicable	Course Description	39	Updated course description based on Articulation Committee description

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Red = Removed  
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**Statewide Course Numbering System  
General Education Course Report**

FLORIDA INTERNATIONAL UNIVERSITY	EVR	1	001	INTRODUCTION TO ENVIRONMENTAL SCIENCE	08/01/2015	3	Natural Science	Natural Science	Reviewed: Updated	Not Applicable	Course Description	35	Updated course description based on Articulation Committee description
FLORIDA INTERNATIONAL UNIVERSITY	PHY	2	048	PHYSICS WITH CALCULUS I	08/01/2015	4	Natural Science	Natural Science	Reviewed: Updated	Not Applicable	Course Description	39	Updated course description based on Articulation Committee description
FLORIDA INTERNATIONAL UNIVERSITY	PHY	2	053	PHYSICS WITHOUT CALCULUS I	08/01/2015	4	Natural Science	Natural Science	Reviewed: Updated	Not Applicable	Course Description	38	Updated course description based on Articulation Committee description
FLORIDA INTERNATIONAL UNIVERSITY	AST	1	002	DESCRIPTIVE ASTRONOMY	08/01/2015	3	Natural Science		Reviewed: Updated	Both General Education (Core/Institution)	Course Description	38	Updated course description based on Articulation Committee description
FLORIDA INTERNATIONAL UNIVERSITY	BSC	2	085	ANATOMY AND PHYSIOLOGY I	03/16/2022	3	Natural Science		Reviewed: Updated	Both General Education (Core/Institution)	Course Description	35	Updated course description based on Articulation Committee description
FLORIDA INTERNATIONAL UNIVERSITY	ESC	1	000	INTRODUCTION TO EARTH SCIENCES	08/01/2015	3	Natural Science		Reviewed: Updated	Both General Education (Core/Institution)	Course Description	30	Updated course description based on Articulation Committee description
FLORIDA INTERNATIONAL UNIVERSITY	PHY	1	020	UNDERSTANDING THE PHYSICAL WORLD	08/01/2015	3	Natural Science		Reviewed: Updated	Both General Education (Core/Institution)	Course Description	32	Updated course description based on Articulation Committee description
FLORIDA INTERNATIONAL UNIVERSITY	ANT	2	000	INTRODUCTION TO ANTHROPOLOGY	08/01/2015	3	Social Sciences	Social Sciences	Reviewed: Updated	Not Applicable	Course Description	31	Updated course description based on Articulation Committee description
FLORIDA INTERNATIONAL UNIVERSITY	ECO	2	013	PRINCIPLES OF MACROECONOMICS	08/01/2015	3	Social Sciences	Social Sciences	Reviewed: Updated	Not Applicable	Course Description	39	Updated course description based on Articulation Committee description
FLORIDA INTERNATIONAL UNIVERSITY	POS	2	041	AMERICAN GOVERNMENT	08/01/2018	3	Social Sciences	Social Sciences	Reviewed: Updated	Not Applicable	Course Description	40	Updated course description based on Articulation Committee description
FLORIDA INTERNATIONAL UNIVERSITY	PSY	2	012	INTRODUCTION TO PSYCHOLOGY	08/01/2015	3	Social Sciences	Social Sciences	Reviewed: Updated	Not Applicable	Course Description	39	Updated course description based on Articulation Committee description
FLORIDA INTERNATIONAL UNIVERSITY	SYG	2	000	INTRODUCTION TO SOCIOLOGY	08/01/2015	3	Social Sciences	Social Sciences	Reviewed: Updated	General Education (Institution)	Course Description	38	Moved from Core to General Education (Institution); Updated course description based on Articulation Committee description
FLORIDA INTERNATIONAL UNIVERSITY	AMH	2	010	AMERICAN HISTORY, 1607-1850	TBD	3.0	Social Sciences		Reviewed: Updated	Both General Education (Core/Institution)	Other Changes	35	Updated course description based on Articulation Committee description and changed course title
FLORIDA INTERNATIONAL UNIVERSITY	AMH	2	020	AMERICAN HISTORY INTRODUCTORY SURVEY SINCE 1877	03/15/2022	3	Social Sciences		Reviewed: Updated	Both General Education (Core/Institution)	Course Description	40	Updated course description based on Articulation Committee description
FLORIDA INTERNATIONAL UNIVERSITY	AFH	2	000	AFRICAN CIVILIZATIONS	03/15/2022	3.0		Humanities	Reviewed: Updated	Not Applicable	Other Changes	3	Updated course description and learning outcomes
FLORIDA INTERNATIONAL UNIVERSITY	ARC	2	701	HISTORY OF DESIGN FROM ANTIQUITY TO THE MIDDLE AGES	03/15/2022	3.0		Humanities	Reviewed: Updated	Not Applicable	Other Changes	7	Updated course description and learning outcomes
FLORIDA INTERNATIONAL UNIVERSITY	ARH	2	050	ART HISTORY SURVEY I	08/01/1996	3.0		Humanities	Reviewed: Updated	Not Applicable	Other Changes	32	Updated course description and learning outcomes
FLORIDA INTERNATIONAL UNIVERSITY	ARH	2	051	ART HISTORY SURVEY II	08/01/1996	3.0		Humanities	Reviewed: Updated	Not Applicable	Other Changes	32	Updated course description and learning outcomes
FLORIDA INTERNATIONAL UNIVERSITY	COM	3	404	NONVERBAL COMMUNICATION	03/16/2022	3.0		Humanities	Reviewed: Removed from General Education	Not Applicable	Not Applicable	1	Removed from general education effective Fall 2025
FLORIDA INTERNATIONAL UNIVERSITY	COM	3	417	COMMUNICATION IN FILM	03/16/2022	3.0		Humanities	Reviewed: Updated	General Education (Institution)	Discipline/Subject Area	1	Moved to General Education (Institution) Social Sciences
FLORIDA INTERNATIONAL UNIVERSITY	CRW	3	010	CREATIVE WRITING: FORMS AND PRACTICES	03/16/2022	3.0		Humanities	Reviewed: Updated	Not Applicable	Course Description	1	
FLORIDA INTERNATIONAL UNIVERSITY	ENG	2	012	APPROACHES TO LITERATURE	04/04/2022	3.0		Humanities	Reviewed: Updated	Not Applicable	Other Changes	2	Updated course description and learning outcomes
FLORIDA INTERNATIONAL UNIVERSITY	EUH	2	011	WESTERN CIVILIZATION: EARLY EUROPEAN CIVILIZATION	04/04/2022	3.0		Humanities	Reviewed: Updated	Not Applicable	Other Changes	3	Updated course description and learning outcomes
FLORIDA INTERNATIONAL UNIVERSITY	EUH	2	021	WESTERN CIVILIZATION: MEDIEVAL TO MODERN EUROPE	04/04/2022	3.0		Humanities	Reviewed: Updated	Not Applicable	Other Changes	2	Updated course description and learning outcomes
FLORIDA INTERNATIONAL UNIVERSITY	EUH	2	030	WESTERN CIVILIZATION: EUROPE IN THE MODERN ERA	04/04/2022	3.0		Humanities	Reviewed: Updated	Not Applicable	Other Changes	3	Updated course description and learning outcomes
FLORIDA INTERNATIONAL UNIVERSITY	HUM	3	306	HISTORY OF IDEAS	04/04/2022	3.0		Humanities	Reviewed: Updated	Not Applicable	Course Description	1	
FLORIDA INTERNATIONAL UNIVERSITY	IDS	3	309	HOW WE KNOW WHAT WE KNOW	03/15/2022	3.0		Humanities	Reviewed: Updated	Not Applicable	Other Changes	1	Updated course description and learning outcomes
FLORIDA INTERNATIONAL UNIVERSITY	IDS	3	336	ARTISTIC EXPRESSION IN GLOBAL SOCIETY	04/04/2022	3.0		Humanities	Reviewed: Updated	Not Applicable	Other Changes	2	Updated course description and learning outcomes
FLORIDA INTERNATIONAL UNIVERSITY	LAH	2	020	LATIN AMERICAN CIVILIZATION	04/04/2022	3.0		Humanities	Reviewed: Updated	Not Applicable	Other Changes	7	Updated course description and learning outcomes
FLORIDA INTERNATIONAL UNIVERSITY	MUH	2	018	EVOLUTION OF JAZZ	04/04/2022	3.0		Humanities	Reviewed: Updated	Not Applicable	Other Changes	5	Updated course description and learning outcomes
FLORIDA INTERNATIONAL UNIVERSITY	MUH	3	514	MUSIC OF THE WORLD	10/26/2021	3.0		Humanities	Reviewed: Updated	Not Applicable	Other Changes	1	Updated learning outcomes
FLORIDA INTERNATIONAL UNIVERSITY	PHI	2	600	INTRODUCTION TO ETHICS	03/15/2022	3.0		Humanities	Reviewed: Updated	Not Applicable	Other Changes	20	Updated course description and learning outcomes
FLORIDA INTERNATIONAL UNIVERSITY	POT	3	013	ANCIENT AND MEDIEVAL POLITICAL THEORY	03/15/2022	3.0		Humanities	Reviewed: Updated	Not Applicable	Other Changes	2	Updated course description and learning outcomes
FLORIDA INTERNATIONAL UNIVERSITY	REL	2	011	INTRODUCTION TO RELIGION	04/04/2022	3.0		Humanities	Reviewed: Updated	Not Applicable	Other Changes	1	Updated course description and learning outcomes
FLORIDA INTERNATIONAL UNIVERSITY	REL	3	308	STUDIES IN WORLD RELIGIONS	08/01/2015	3.0		Humanities	Reviewed: Updated	General Education (Institution)	Course Description and Discipline/Subject Area	1	Moved to General Education (Institution) Social Sciences; Updated course description and learning outcomes
FLORIDA INTERNATIONAL UNIVERSITY	SPC	2	608	PUBLIC SPEAKING	08/02/2009	3.0		Humanities	Reviewed: Updated	General Education (Institution)	Discipline/Subject Area	24	Moved to General Education (Institution) Communication
FLORIDA INTERNATIONAL UNIVERSITY	SPC	3	230	RHETORICAL COMMUNICATION: A THEORY OF CIVIL DISCOURSE	03/15/2022	3.0		Humanities	Reviewed: Updated	Not Applicable	Other Changes	1	Updated course description and learning outcomes
FLORIDA INTERNATIONAL UNIVERSITY	SPC	3	271	RHETORIC AND PUBLIC ADDRESS	03/15/2022	3.0		Humanities	Reviewed: Updated	Not Applicable	Other Changes	1	Updated learning outcomes
FLORIDA INTERNATIONAL UNIVERSITY	TPP	2	100	INTRODUCTION TO ACTING	08/01/1981	3.0		Humanities	Reviewed: Updated	Not Applicable	Other Changes	4	Updated learning outcomes
FLORIDA INTERNATIONAL UNIVERSITY	WOH	2	001	WORLD CIVILIZATION	04/04/2022	3.0		Humanities	Reviewed: Updated	Not Applicable	Other Changes	2	Updated course description and learning outcomes
FLORIDA INTERNATIONAL UNIVERSITY	WST	3	120	GLOBAL WOMEN'S WRITING: GENDERED EXPERIENCES ACROSS SOCIETIES AND CULTURES	04/04/2022	3.0		Humanities	Reviewed: Removed from General Education	Not Applicable	Not Applicable	1	Removed from general education effective Fall 2025
FLORIDA INTERNATIONAL UNIVERSITY	MAC	1	114	TRIGONOMETRY	05/01/2013	3.0		Math	Reviewed: Updated	Not Applicable	Course Description	33	
FLORIDA INTERNATIONAL UNIVERSITY	MAC	1	140	PRECALCULUS ALGEBRA	03/15/2022	3.0		Math	Reviewed: Updated	Not Applicable	Course Description	33	
FLORIDA INTERNATIONAL UNIVERSITY	MAC	1	147	PRE-CALCULUS ALGEBRA AND TRIGONOMETRY	01/01/2016	4.0		Math	Reviewed: Updated	Not Applicable	Course Description	30	
FLORIDA INTERNATIONAL UNIVERSITY	MGF	1	130	MATHEMATICAL THINKING	TBD	3.0		Math	Reviewed: Updated	Both General Education (Core/Institution)	Other Changes	6	Added new course with General Education (Core/Institution) designation; Updated course description based on Articulation Committee description
FLORIDA INTERNATIONAL UNIVERSITY	BSC	2	011	GENERAL BIOLOGY II: DIVERSITY OF LIFE, ORGANISMAL STRUCTURE AND FUNCTION	08/02/2017	3		Natural Science	Reviewed: Updated	Not Applicable	Course Description	31	
FLORIDA INTERNATIONAL UNIVERSITY	CHM	1	033	SURVEY OF CHEMISTRY	TBD	4.0		Natural Science	Reviewed: Updated	General Education (Institution)	Discipline/Subject Area	5	Existing course; added to General Education (Institution) Natural Science
FLORIDA INTERNATIONAL UNIVERSITY	CHM	1	033	L SURVEY OF CHEMISTRY LAB	TBD	1.0		Natural Science	Reviewed: Updated	General Education (Institution)	Discipline/Subject Area	5	Existing course; added to General Education (Institution) Natural Science
FLORIDA INTERNATIONAL UNIVERSITY	GLY	1	010	PHYSICAL GEOLOGY	08/01/2015	3.0		Natural Science	Reviewed: Updated	Both General Education (Core/Institution)	Course Description	28	Updated course description based on Articulation Committee description
FLORIDA INTERNATIONAL UNIVERSITY	ANT	3	241	MYTH, RITUAL, AND MYSTICISM	03/16/2022	3.0		Social Sciences	Reviewed: Removed from General Education	Not Applicable	Not Applicable	3	Removed from general education effective Fall 2025
FLORIDA INTERNATIONAL UNIVERSITY	COM	3	461	INTERCULTURAL/INTERRACIAL COMMUNICATION	03/16/2022	3.0		Social Sciences	Reviewed: Removed from General Education	Not Applicable	Not Applicable	1	Removed from general education effective Fall 2025
FLORIDA INTERNATIONAL UNIVERSITY	CPO	2	002	INTRODUCTION TO COMPARATIVE POLITICS	03/16/2022	3.0		Social Sciences	Reviewed: Updated	Not Applicable	Other Changes	7	Updated course description and learning outcomes
FLORIDA INTERNATIONAL UNIVERSITY	CPO	3	103	POLITICS OF WESTERN EUROPE	03/16/2022	3.0		Social Sciences	Reviewed: Updated	Not Applicable	Other Changes	2	Updated course description and learning outcomes
FLORIDA INTERNATIONAL UNIVERSITY	CPO	3	304	POLITICS OF LATIN AMERICA	03/16/2022	3.0		Social Sciences	Reviewed: Updated	Not Applicable	Other Changes	1	Updated course description and learning outcomes
FLORIDA INTERNATIONAL UNIVERSITY	DEP	2	000	HUMAN GROWTH & DEVELOPMENT	05/01/2005	3.0		Social Sciences	Reviewed: Updated	Not Applicable	Other Changes	2	Updated learning outcomes
FLORIDA INTERNATIONAL UNIVERSITY	EVR	1	017	CLIMATE CHANGE, THE GLOBAL ENVIRONMENT, AND SOCIETY	05/01/2021	3.0		Social Sciences	Reviewed: Updated	Not Applicable	Other Changes	2	Updated course description and learning outcomes; changed course title
FLORIDA INTERNATIONAL UNIVERSITY	GEA	2	000	WORLD REGIONAL GEOGRAPHY	08/30/1997	3.0		Social Sciences	Reviewed: Updated	Not Applicable	Other Changes	18	Updated learning outcomes
FLORIDA INTERNATIONAL UNIVERSITY	GEO	2	000	INTRODUCTION TO GEOGRAPHY	03/16/2022	3.0		Social Sciences	Reviewed: Updated	Not Applicable	Other Changes	4	Updated course description and learning outcomes
FLORIDA INTERNATIONAL UNIVERSITY	IDS	3	315	GAINING GLOBAL PERSPECTIVES	03/16/2022	3.0		Social Sciences	Reviewed: Removed from General Education	Not Applicable	Not Applicable	1	Removed from general education effective Fall 2025
FLORIDA INTERNATIONAL UNIVERSITY	INR	2	001	INTRODUCTION TO INTERNATIONAL RELATIONS	08/01/1996	3.0		Social Sciences	Reviewed: Updated	Not Applicable	Other Changes	3	Updated course description and learning outcomes

Yellow = Revised  
Red = Removed  
No color = no changes from 7/31/2024 version



Statewide Course Numbering System  
General Education Course Report

FLORIDA INTERNATIONAL UNIVERSITY	INR	3	081	CONTEMPORARY INTERNATIONAL PROBLEMS	08/01/2015	3.0		Social Sciences	Reviewed: Removed from General Education	Not Applicable	Not Applicable	1	Removed from general education effective Fall 2025
FLORIDA INTERNATIONAL UNIVERSITY	LBS	3	001	LABOR AND GLOBALIZATION	03/16/2022	3.0		Social Sciences	Reviewed: Removed from General Education	Not Applicable	Not Applicable	1	Removed from general education effective Fall 2025
FLORIDA INTERNATIONAL UNIVERSITY	POT	3	302	POLITICAL IDEOLOGIES	03/16/2022	3.0		Social Sciences	Reviewed: Removed from General Education	Not Applicable	Not Applicable	1	Removed from general education effective Fall 2025
FLORIDA INTERNATIONAL UNIVERSITY	SOP	3	015	SOCIAL AND PERSONALITY DEVELOP	03/01/1998	3.0		Social Sciences	Reviewed: Removed from General Education	Not Applicable	Not Applicable	1	Removed from general education effective Fall 2025
FLORIDA INTERNATIONAL UNIVERSITY	SYG	2	010	SOCIAL PROBLEMS	03/16/2022	3.0		Social Sciences	Reviewed: Removed from General Education	Not Applicable	Not Applicable	22	Removed from general education effective Fall 2025
FLORIDA INTERNATIONAL UNIVERSITY	SYG	3	002	THE BASIC IDEAS OF SOCIOLOGY	01/01/2005	3.0		Social Sciences	Reviewed: Removed from General Education	Not Applicable	Not Applicable	1	Removed from general education effective Fall 2025
FLORIDA INTERNATIONAL UNIVERSITY	SYP	3	000	THE INDIVIDUAL IN SOCIETY	03/16/2022	3.0		Social Sciences	Reviewed: Updated	Not Applicable	Other Changes	2	Updated course description and learning outcomes



September 27, 2024

**Subject: 2024-2025 Linking Industry to Nursing Education (LINE) Fund Proposal**

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**Proposed Action:**

Florida International University Board of Trustees approval of the 2024-2025 Linking Industry to Nursing Education (LINE) Fund Proposal:

- Baptist Health South Florida \$500,000
- 

**Background Information:**

Florida Board of Governors Regulation 8.008(1)(d), Nursing Education, provides, in part, as follows: “Linking Industry to Nursing Education (LINE) Fund: This fund provides the opportunity for each state university to receive matching funds for every dollar contributed to an institution by a healthcare partner. The fund provides a dollar-to-dollar match to the participating institution, subject to funds availability.”... “Each university board of trustees may submit to the Chancellor’s office proposals made in accordance with the guidelines, formats, instructions, and schedule provided by the Chancellor.”

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**Supporting Documentation:** 2024-2025 Linking Industry to Nursing Education (LINE) Fund Proposal

**Facilitator/Presenter:** Francis A. Hondal, *Chair, Academic Policy and Student Affairs Committee*



**State University System  
2024-2025 Linking Industry to Nursing Education (LINE) Fund  
Proposal Form\***

<b>University:</b>	<b>Florida International University</b>
<b>Healthcare Partner:</b>	<b>Baptist Health South Florida</b>
<b>Date Proposal Approved by University Board of Trustees:</b>	<b>X/XX/XXXX</b>
<b>Amount Requested:</b>	<b>\$500,000</b>
<b>University Contact (name, title, phone, &amp; email):</b>	<b>Dr. Jorge Valdes, Dean and Fellow, Nicole Wertheim College of Nursing and Health Sciences (305) 348-7729; jvalde@fiu.edu</b>
<b>Please check the boxes below as appropriate:</b>	<i>All boxes must be checked in order to be eligible to participate.</i>
<b>Healthcare partner making contribution is located in and licensed to operate in Florida?</b>	<input checked="" type="checkbox"/> <b>Yes</b>
<b>Healthcare partner making contribution is a health care provider as defined in Section 768.38(2), Florida Statutes?</b>	<input checked="" type="checkbox"/> <b>Yes</b>
<b>Nursing programs met or exceeded a first time NCLEX passage rate of 70% for the prior year based on the 2022 Accountability Plan?</b>	<input checked="" type="checkbox"/> <b>Yes</b>
<b>The funds will be used for an eligible purpose per Section 1009.896, Florida Statutes?</b>	<input checked="" type="checkbox"/> <b>Yes</b>

**Proposal Details**

*Provide a detailed narrative for each section below.*

- I. **Use of Funds.** Baptist Health South Florida will invest \$500,000 to be used for student financial support to help cover the student’s cost of tuition and fees for up to 25 eligible NWCNHS undergraduate nursing students each year (“Nurse Scholars”) enrolled in the Traditional BSN

\*This form is subject to change pending the adoption of Regulation 8.008 – Nursing Education.

and Accelerated Option BSN programs, in exchange for a work commitment post-graduation. LINE matching funds would double the financial support investment to \$1M, which would increase the value of the student awards and/or the number of Nurse Scholars to fifty (50). The funds will facilitate identifying qualified nursing students who are interested in working at Baptist Health South Florida facilities and would enhance retention of these nursing scholars upon graduation, as part of the Baptist Health South Florida nursing workforce in the State of Florida. Baptist Health South Florida would commit to investing time and resources into onboarding, orienting, and enhancing the professional development of these new graduates as RNs. A copy of the letter of commitment is attached.

**II. Onboarding & Retention of Graduates.** The Clinical Learning Department within the Center for the Advancement of Learning at Baptist Health South Florida facilitates competency training for nurses and other clinical partners and drives positive clinical outcomes by delivering evidence-based education, clinical orientation, professional development courses, and continuing education provided by the American Nurses Credential Center (ANCC). The department includes the ANCC-accredited RN Residency Program and the Competency and Clinical Advancement Program.

1. **RN Residency Program** has specialty programs in the areas of critical care, operating room, perioperative residency, and emergency medicine to help new graduate and transitional nurses gain experience, judgment, skills and confidence to have a successful practice. This program is led by masters- and doctorate-level educators that provide standardized nursing and clinical partner orientation and training, cardiopulmonary resuscitation classes, phlebotomy, and arrhythmia training. Nurses are actively involved with the educational and competency validation process and incorporate teaching in all aspects of their practice. Classes on leadership, precepting, and mentoring are highly valued by direct care nurses, and the orientation and development of unit-based clinical educators is enhanced through special forums, conferences, and the sharing of electronic resources. The goal of this education centers heavily on patient safety, but also includes developing expertise in the spiritual, cultural, and patient education aspects of care as well.
2. **The Competency and Clinical Advancement Program** is designed for nurses eager to develop professionally, and it offers the unique opportunity to participate in shared governance; explore avenues for new knowledge, innovations and improvements, demonstrate exemplary professional practice, and enjoy salary benefits.

\*This form is subject to change pending the adoption of Regulation 8.008 – Nursing Education.

As a Magnet-designated health system for nursing excellence, Baptist Health upholds the highest standards and supports the mission to provide clinically excellent, compassionate care. Baptist Health South Florida also offers tuition reimbursement and financial support for nurses pursuing higher degrees and a very competitive benefits package. Through Baptist Health's membership with CE Direct, all licensed clinicians have free access to continuing education and nursing certification test preparation content. Other educational opportunities include conferences, webcasts, symposiums, and online learning provided by Baptist Health's Continuing Medical Education (CME) department, which provides nearly 2,000 hours of classes annually through its nationally accredited program. Every year, Baptist Health clinicians earn nearly 90,000 credits in 400+ courses.

**III. Program Expansion.** Beginning in fall 2023, the Nicole Wertheim College of Nursing & Health Sciences (NWCNHS) at FIU increased admissions to the Traditional BSN program with admissions in both fall and spring semesters of up to 100 students for each semester. For fiscal year 2024-2025, projected enrollments in the BSN program will increase from 200 annually to 220 annually representing a 10% increase. This is based on a target enrollment of 110 for fall 2024 and additional admission of 110 BSN's for spring 2025. Increasing the nursing pipeline will benefit from student financial assistance which will be provided by Baptist Health Student financial support from Baptist Health, coupled with the opportunity for both committed clinical rotation spots and future employment will enhance recruitment and retention of diverse undergraduate nursing students in both the NWCNHS Traditional BSN and Accelerated Option BSN programs. The Baptist Health Nurse Residency and Competency and Clinical Advancement Programs will provide additional clinical experience and expertise that will enhance quality health care and support their nursing expertise, which will benefit them if they decide to seek graduate education in nursing.

The State of Florida will benefit from the increased enrollment in these nursing programs, since this will lead to an increase in new licensed registered nurses entering the workforce. The State of Florida LINE matching funds will reduce financial barriers for nursing students coupled with the Baptist Health System support.



September 27, 2024

**Subject: Foreign Influence Annual Report**

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**Proposed Action:**

Florida International University Board of Trustees approval of the Foreign Influence Annual Report and authorization for the University President or his designee, on behalf of the University, to finalize and submit the report in response to the Florida Board of Governors' data request.

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**Background Information:**

On August 29, 2024, the Florida Board of Governors requested that each state university submit its Foreign Influence Annual Report (July 2023- June 2024) no later than September 30, 2024, in response to the Florida Board of Governors' data request. The Florida Board of Governors data request requires inclusion of the date the report is approved by a state university's board of trustees.

Florida Board of Governors Regulation 9.012(9) Foreign Influence, sets forth "Foreign Country of Concern Reporting Requirements" and states, in part, as follows: "Beginning in 2024 and annually thereafter, each state university board of trustees must submit a report to the Board of Governors for approval relating to all grant programs, agreements, partnerships, and contracts between the state university and any colleges and universities based in a foreign country of concern and foreign principals. At a minimum, the report must include the following information for the previous fiscal year.

- (a) Data reflecting any grant program, agreement, partnership, or contract between the state university and any university or college that is based in a foreign country of concern or a foreign principal.
  - (b) Data reflecting any office, campus, or physical location used or maintained by the state university in a foreign country of concern or with a foreign principal.
  - (c) The date on which any such grant program, agreement, partnership, or contract reported pursuant to (9)(a) is expected to terminate."
- 

**Supporting Documentation:** Foreign Influence Annual Report

**Facilitator/Presenter:** Alan Gonzalez, *Chair, Audit and Compliance Committee*

### Foreign Country of Concern or Foreign Principal Reporting

**Instructions**

1. Provide the requested information for all agreements, partnerships, contracts, or grant programs between your institution and any identified foreign countries of concern or foreign principals in Tab 1.
2. Provide the requested information for all offices, campuses, or physical locations used or maintained by your institution in a foreign country of concern or foreign principal.
3. Affirm below that the information provided has been approved by the Board of Trustees, and provide the approval date.
4. *If your institution has no agreements that meet the reporting requirements as defined in Regulation 9.012, Foreign Influence, complete the certification below in lieu of tabs 1 & 2.*
5. If there are questions, contact Diego Fermin, Assistant Director, Academic and Student Affairs, at [Diego.Fermin@flbog.edu](mailto:Diego.Fermin@flbog.edu)

**Include the university contact name and email for the staff who completed the report below:**

**University:**  
**University Contact Name and Email:**  
**Report Approved by Board of Trustees Date:**

### Certification of Compliance with Regulation 9.012, Foreign Influence

I confirm that this institution does not have any grant programs, agreements, partnerships, contracts, offices, campuses, or physical locations within a foreign country of concern as identified in Board of Governors Regulation 9.012, Foreign Influence, and section 288.860, Florida Statutes.

**University:**  
**University CAVP or Designee and Email:**  
**Date Reviewed:**

Insert rows as necessary.

Type of Relationship	Country of Concern Involved	Foreign Principal Involved	Expiration Date of Agreement	Notes
Agreement	People's Republic of China	Shanghai Jiao Tong University	Terminated 10/30/2023	TERMINATED prior to expiration. Inactive/dormant agreement during entire reporting period. Student and faculty exchange and cooperation agreement. (FIU College of Business - Global)
Agreement	People's Republic of China	Chengdu University of Information Technology	Terminated 11/20/2023	TERMINATED prior to expiration. Pipeline agreement-master's degree programs at FIU College of Engineering and Computing.
Agreement	People's Republic of China	Shandong University of Technology	Terminated 11/28/2023	TERMINATED prior to expiration. Pipeline agreement-master's degree programs at FIU College of Engineering and Computing.
Agreement	People's Republic of China	Shandong Xiehe University	Terminated 11/28/2023	TERMINATED prior to expiration. Pipeline agreement-master's degree programs at FIU College of Engineering and Computing.
Partnership	People's Republic of China	Hebei University of Technology	Terminated 11/30/2023	TERMINATED prior to expiration. Dual degree program, B.S. in Electrical Engineering. On December 8, 2022, FIU notified Hebei University of Technology of the termination of the program, subject to a teach-out plan, which only included current FIU enrolled (Fall 2023) senior students. This final cohort of qualified dual degree students completed their degree requirements by November 30, 2023, and were granted a B.S. degree, effective Fall 2023.
Partnership	People's Republic of China	Qindao	Terminated 11/30/2023	TERMINATED prior to expiration. Dual degree program, B.A. in Spanish. On April 6, 2023, FIU terminated this program, subject to a teach-out plan, which only included current FIU enrolled (Fall 2023) senior students. This final cohort of qualified dual degree students completed their degree requirements by November 30, 2023, and were granted a B.A. degree in Fall 2023.
Partnership	People's Republic of China	Tianjin University of Commerce	Terminated 11/30/2023	TERMINATED prior to expiration. Dual degree program, B.S. in Hospitality Management. Supplemental agreement with Tianjin University addressing additional program terms, including required credits and curriculum, standard academic requirements and applicable tuition charged, was terminated as of June 19, 2023. As of such date, no new students were admitted by FIU into this program. FIU enrolled (Fall 2023) senior students completed a teach-out plan and this final cohort of qualified dual degree students completed their degree requirements by November 30, 2023, and were granted a B.S. degree in Fall 2023.
Agreement	People's Republic of China	Jiangsu University of Science and Technology	Terminated 11/20/2023	TERMINATED prior to expiration. Inactive/dormant agreement during entire reporting period. Pipeline agreement-masters degree programs (FIU College of Engineering and Computing).
Agreement	People's Republic of China	Shanghai Polytechnic University	Terminated 10/30/2023	TERMINATED prior to expiration. Inactive/dormant agreement during entire reporting period. Student exchange and cooperation Agreement (FIU Office of Education Abroad).
Agreement	People's Republic of China	Aces Education Consultancy	Terminated 3/28/2024	TERMINATED prior to expiration. Inactive/dormant agreement since 2022 through entire reporting period. No students enrolled for duration of agreement. Third party international student recruiting agreement.
Agreement	People's Republic of China	Azeristudent Limited	Terminated 3/28/2024	TERMINATED prior to expiration. Third Party Recruiter - one student enrolled during reporting period but no commission was paid.



Agreement	People's Republic of China	Huike Education and Technology Group	Terminated 3/28/2024	TERMINATED prior to expiration. Inactive/dormant agreement during entire reporting period. Nonbinding MOU that would allow for discussion of possible student recruitment for a master's degree program.
Agreement	People's Republic of China	Shanghai New Sky Overseas Affairs Service Co. Ltd.	Terminated 3/28/2024	TERMINATED prior to expiration. Inactive/dormant agreement since 2013 through entire reporting period. No student enrolled for duration of agreement. Third party international student recruiting agreement.
Agreement	People's Republic of China	Wiseway Global Co. Ltd	Termination 3/28/2024	TERMINATED prior to expiration. Inactive/dormant agreement since 2015 through entire reporting period. No student enrolled for duration of agreement. Third party international student recruiting agreement.
Agreement	People's Republic of China	Huikedu Group	Termination 3/28/2023	TERMINATED prior to expiration. Inactive/dormant MOU for the duration of the agreement through entire reporting period. Nonbinding MOU that would allow for further discussion of possible FIU International Student Recruitment.
Agreement	Venezuelan Regime of Nicolas Maduro	Francisco Frontado	Expired 12/14/2023	Inactive/dormant agreement since 2020 through entire reporting period. No student enrolled for duration of agreement. Third party international student recruiting agreement.
Agreement	Venezuelan Regime of Nicolas Maduro	Centro Empresarial de Conciliacion y Arbitraje	Expired 10/1/2023	Nonbinding MOU with nongovernmental entity affiliated with the Venezuelan-American Chamber of Commerce to promote arbitration as a dispute resolution mechanism.



September 27, 2024

**Subject: Ratification of the 2024-2027 Collective Bargaining Agreement between the Florida International University Board of Trustees and the South Florida Police Benevolent Association (*Law Enforcement Unit*)**

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**Proposed Action:**

Ratification of the 2024-2027 Collective Bargaining Agreement between the Florida International University Board of Trustees (BOT) and the South Florida Police Benevolent Association (Law Enforcement Unit) (PBA).

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**Background Information:**

Representatives of the BOT and the PBA have engaged in collective bargaining and reached an agreement on the terms of the 2024-2027 BOT-PBA Collective Bargaining Agreement (Law Enforcement Unit) for a term commencing on the date of ratification and running through June 30, 2027. Law Enforcement Unit ratification vote will be on September 25, 2024.

Florida Board of Governors Regulation 1.001(5)(c) 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.

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**Supporting Documentation:** Term Sheet | Summary

2024-2027 Collective Bargaining Agreement between the Florida International University Board of Trustees and the South Florida Police Benevolent Association (*Law Enforcement Unit*)

**Facilitator/Presenter:** Roger Tovar, *Chair, FIU Board of Trustees*

TERM SHEET FOR THE 2024-2027 COLLECTIVE BARGAINING AGREEMENT BETWEEN  
THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES AND THE SOUTH  
FLORIDA POLICE BENEVOLENT ASSOCIATION (LAW ENFORCEMENT UNIT)

ARTICLE	CHANGE																																	
Preamble	Updated the name of the bargaining unit representative to South Florida Police Benevolent Association (PBA)																																	
Article 6.4(D)	Amended to reflect that the bargaining unit member with an assigned vehicle is permitted to use it for de minimis personal errands																																	
Article 6.6	Added this Article which requires the University to offer to pay for an entire body scan every two (2) years																																	
Article 10(A) Police Officers	<p>Made changes to the salary levels to address retention efforts. Included a market adjustment effective upon ratification and retroactive to the first full pay period after July 1, 2024:</p> <table border="0" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>Rank:</u></th> <th style="text-align: left;"><u>Former Salary:</u></th> <th style="text-align: left;"><u>New Market Rate:</u></th> </tr> </thead> <tbody> <tr> <td>Police Office 1</td> <td>\$53,500.00</td> <td>\$62,500.00</td> </tr> <tr> <td>Police Officer 2</td> <td>\$55,125.00</td> <td>\$64,125.00</td> </tr> <tr> <td>Police Officer 3</td> <td>\$57,881.25</td> <td>\$66,881.25</td> </tr> <tr> <td>Police Officer 4</td> <td>\$60,775.31</td> <td>\$69,775.31</td> </tr> <tr> <td>Police Officer 5</td> <td>\$63,814.09</td> <td>\$72,814.09</td> </tr> <tr> <td>Police Officer 6</td> <td>\$67,004.78</td> <td>\$76,004.78</td> </tr> <tr> <td>Police Officer 7</td> <td>\$70,355.02</td> <td>\$79,355.02</td> </tr> <tr> <td>Police Officer 8</td> <td>New</td> <td>\$82,872.77</td> </tr> <tr> <td>Police Officer 9</td> <td>New</td> <td>\$86,556.41</td> </tr> <tr> <td>Police Officer 10</td> <td>\$73,872.77</td> <td>\$90,444.73</td> </tr> </tbody> </table>	<u>Rank:</u>	<u>Former Salary:</u>	<u>New Market Rate:</u>	Police Office 1	\$53,500.00	\$62,500.00	Police Officer 2	\$55,125.00	\$64,125.00	Police Officer 3	\$57,881.25	\$66,881.25	Police Officer 4	\$60,775.31	\$69,775.31	Police Officer 5	\$63,814.09	\$72,814.09	Police Officer 6	\$67,004.78	\$76,004.78	Police Officer 7	\$70,355.02	\$79,355.02	Police Officer 8	New	\$82,872.77	Police Officer 9	New	\$86,556.41	Police Officer 10	\$73,872.77	\$90,444.73
<u>Rank:</u>	<u>Former Salary:</u>	<u>New Market Rate:</u>																																
Police Office 1	\$53,500.00	\$62,500.00																																
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Police Officer 9	New	\$86,556.41																																
Police Officer 10	\$73,872.77	\$90,444.73																																
Article 10(A) Sergeants	<p>Added 1 additional salary level to address retention issues. Included a market adjustment effective upon ratification and retroactive to the first full pay period after July 1, 2024:</p> <table border="0" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>Rank:</u></th> <th style="text-align: left;"><u>Former Salary:</u></th> <th style="text-align: left;"><u>New Market Rate:</u></th> </tr> </thead> <tbody> <tr> <td>Sergeant 1</td> <td>\$73,867.50</td> <td>\$82,867.50</td> </tr> <tr> <td>Sergeant 2</td> <td>\$77,560.88</td> <td>\$86,560.88</td> </tr> <tr> <td>Sergeant 3</td> <td>\$81,438.92</td> <td>\$90,438.92</td> </tr> <tr> <td>Sergeant 4</td> <td>\$85,510.87</td> <td>\$94,510.86</td> </tr> <tr> <td>Sergeant 5</td> <td>\$89,786.41</td> <td>\$98,786.41</td> </tr> <tr> <td>Sergeant 6</td> <td>New</td> <td>\$101,286.41</td> </tr> </tbody> </table>	<u>Rank:</u>	<u>Former Salary:</u>	<u>New Market Rate:</u>	Sergeant 1	\$73,867.50	\$82,867.50	Sergeant 2	\$77,560.88	\$86,560.88	Sergeant 3	\$81,438.92	\$90,438.92	Sergeant 4	\$85,510.87	\$94,510.86	Sergeant 5	\$89,786.41	\$98,786.41	Sergeant 6	New	\$101,286.41												
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Article 10.7 Sworn Law Enforcement Certification	For the Sergeants only, the Sworn Law Enforcement Certification will increase from five percent (5%) to seven-and one-half percent (7.5%) retroact to the first full pay period in July 2024 following ratification.																																	

Article 10.9 Fiscal Year 2026-2027	All bargaining members will receive a one-time lump sum bonus of \$2,000 on first full pay period July 2026.
Article 27 Duration of the Agreement	The CBA shall be effective from July 1, 2024 through June 30, 2027.

**COLLECTIVE BARGAINING  
AGREEMENT**

**between**

**THE FLORIDA INTERNATIONAL  
UNIVERSITY BOARD OF TRUSTEES**

**and the**

**~~DADE COUNTY~~ SOUTH FLORIDA POLICE**

**BENEVOLENT ASSOCIATION LAW**

**ENFORCEMENT BARGAINING UNIT**

2021-2024

2024-2027

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## **PREAMBLE**

THIS AGREEMENT is between The Florida International University Board of Trustees (hereinafter referred to as the University or the Employer), and the ~~Dade County~~ South Florida Police Benevolent Association (hereinafter referred to as the PBA or the Union) representing the employees in the Law Enforcement Bargaining Unit. It is recognized by the University and the PBA that the public policy of the State and the purpose of Part II, Chapter 447, Florida Statutes, is to provide statutory implementation of Section 6, Article 1 of the Constitution of the State of Florida, and to promote harmonious and cooperative relationships between public employers and its employees, both collectively and individually, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of the public employer. It is further recognized by the University and the PBA that terms and conditions of employment of employees are contained in this Agreement and in the University Regulations, Policies, and Department SOPs.

Further, this Agreement defines the Employer's obligations to the Union and members of the bargaining unit, thus avoiding disputes due to misunderstandings, as well as by providing a procedure for the resolution of any claims that the Agreement has been violated. Finally, both parties recognize that the above language is a statement of intent and, therefore, not subject to the grievance procedure as outlined in Article 4.

## **ARTICLE 1 RECOGNITION**

1.1 University recognizes the PBA as the exclusive collective bargaining representative of the bargaining unit certified by the Public Employees Relations Commission in Case No. EL-2003-025 (RC-2002-081) to include all sworn full time law enforcement officers including Sergeants and ranks below Sergeants employed in the Florida International University Police Department (FIUPD).

1.2 University will not be called upon to recognize the PBA as agent for any of its employees other than those included in the certified unit mentioned above in the absence of a new PERC certification. When any new job classification is created, the University will notify the Union. Any dispute as to an individual employee's status or any new classification status as being included or excluded from the bargaining unit will be resolvable through normal legal procedures, and not through the contractual grievance procedure.

## **ARTICLE 2 DEFINITIONS**

The terms used in this Agreement are defined as follows:

- "Administration" means Florida International University acting through its President and staff.
- "Bargaining unit" means those employees, collectively, represented for collective bargaining purposes by the Dade County Police Benevolent Association.
- "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 and staff.
- "Chief" means the Chief of the University Police Department.
- "Days" means business days unless otherwise noted.
- "Department" means the University Police Department.

- “Employee” means a member of the bargaining unit as it is described in Article 1.
- “Grievance” means a dispute, claim, or complaint that any employee or the Union may have as to the interpretation, application, and/or alleged violation of provision(s) of this Agreement which is subject to the Grievance and Arbitration Procedure.
- Employee Representative” means an FIUPD employee who has been chosen by the PBA to act as the PBA representative.
- “PBA” or the “Union” means the Dade County Police Benevolent Association that is the exclusive collective bargaining representative of the bargaining unit certified by the Public Employees Relations Commission in Case No. EL-2003-015 (RC-2002-081) to include all sworn full time law enforcement officers including Sergeants and ranks below Sergeants employed in the FIUPD.
- “President” means the President of FIU or his/her representative.
- “Department SOPs” means the Department's standard operating procedures.
- “Specialized Units” means those units that the Chief of FIUPD or designee has designated which are assigned duties beyond that of a patrol officer, which require a degree of training, familiarity, and/or orientation necessary to fulfill said assignment, and where the assignment to the unit is a primary duty. Examples include, but are not limited to, Investigations unit, Housing unit, Community Policing unit, K-9 unit, and Pedestrian and Traffic Safety unit.
- "Supervisor" means an individual identified by the President as having immediate administrative authority over bargaining unit employees.
- "University" or “FIU” means Florida International University Board of Trustees, acting through the President and staff.
- “Operational Necessity or Operational Need” means a legitimate business purpose as determined by the Chief of the FIUPD or his/her designee that justifies an employment practice as valid and necessary for the effective achievement of the FIUPD’s objectives and the safe and efficient operation of the FIUPD.
- “University Polic(ies)” means those statements of policy, establishing principles as a basis and guide for later action, and articulating the University’s official statements on issues it deems important to the governance of the University.
- “University Regulation(s)” means those regulations that the Florida International University Board of Trustees have promulgated.



**ARTICLE 3**  
**EMPLOYEE REPRESENTATION AND PBA**  
**ACTIVITIES**

**3.1 Designation and Selection of Representatives**

A. The PBA shall furnish to the University a list of Employee Representatives who are designated to assist in processing Grievances every year on or about July 1st. This list shall include the name, work address and work telephone number of each Employee Representative. The University will not recognize any person as an Employee Representative whose name does not appear on the list. This list may be amended as new representatives are designated by the PBA with written notice to the University.

B. A total of three (3) employees may be designated to serve as Employee Representatives; however, University will only be required to deal with one designated Employee Representative unless mutually agreed to otherwise. Written notification will be sent to the Chief of Police with the names of the employee representatives and any successors.

**3.2 Representative Access.** The PBA bargaining unit shall have the right to use University facilities for meetings on the same basis as they are available to other University related organizations.

**3.3 Consultation.**

A. The Chief of the FIUPD or his/her designee shall meet with the PBA, or its Employee Representatives, to discuss matters pertinent to the implementation or administration of the Agreement or any other mutually agreeable matters. The University and the PBA understand and agree that such meetings may be used to resolve problems regarding the implementation and administration of the Agreement; however, such meetings shall not constitute or be used for the purpose of collective bargaining.

B. If a consultation meeting as described above is held or requires reasonable travel time during the working hours of any employee participant, such participant shall be excused for that purpose. Attendance at a consultation meeting scheduled outside of regular working hours shall not be deemed time worked.

**3.4 Employee Information and Rules Provided.**

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

**3.5 Negotiations.**

A. Parties and Location.

(1) The PBA agrees that all collective bargaining is to be conducted with University representatives designated for that purpose by the President. There shall be no negotiations by the PBA at any other level.

(2) The University agrees that all collective bargaining is to be conducted with PBA representative(s) designated for that purpose. There shall be no negotiations by the University at any other level.

(3) Negotiations shall be held in Miami-Dade County, Florida, unless all parties agree to another location.

B. Negotiation Committee. The PBA may designate in writing no more than three (3) employees to serve on its Negotiation Committee and not more than two (2) employees to serve as alternates for Committee members who are unable to attend a negotiation session. For each round of negotiations, administrative leave shall be granted to the Committee members for the purpose of attending the negotiations. Committee members shall not be reimbursed by the University for travel, meals, lodging, or any other expense incurred in connection with attendance at the negotiating sessions. Written notification will be sent to the Chief of Police with the names of the employee representatives and any successors.

### 3.6 Bulletin Boards

The University shall provide bulletin boards at the Police Stations at both the Modesto A. Maidique Campus and the Biscayne Bay Campus, along with access to the bargaining unit members' email addresses, for the sole use of the PBA to post materials of interest to bargaining unit members. The Bulletin boards shall be placed in an accessible location to bargaining unit employees within the respective police stations and shall be no smaller than two feet by three feet. All materials placed on the designated bulletin boards shall bear the date of posting. Material posted on the bulletin board or sent via email shall be limited to documents informing the employees of the collective bargaining process or contract administration, union business, or general law enforcement topics. Derogatory material or political election material is not permitted.

## **ARTICLE 4 GRIEVANCE AND ARBITRATION PROCEDURE**

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 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 by the date-stamped receipt executed by the office receiving the grievance or the person receiving the decision.

4.3 The commencement of legal proceedings against University in a court of law or equity, or before the Public Employee Relations Commission, for misapplication or misinterpretation of the terms of this Agreement, shall be deemed an election of remedy and shall be a waiver by the party commencing the proceeding of its/their right to resort to the Grievance and Arbitration Procedure contained in this Article and any other review mechanism including the Neutral Internal Resolution of Dispute Policy and any grievance that is or has already been filed over the same matter (i.e., the same act or omission) will be dismissed with no further obligation to consider the grievance.

4.4 Under no circumstances can an employee avail him/herself of both the Grievance and Arbitration Procedure and the Neutral Internal Resolution of Disputes Policy to resolve a dispute as each procedure is applicable to and governs different set of facts and circumstances and is applicable, per terms of this Agreement, to different types of disputes.

4.5 Grievances shall be processed in accordance with the following procedures:

- A. **INFORMAL RESOLUTION.** The parties strongly encourage the informal resolution of issues that may be grievances. The grievant may (but is not required to) attempt to resolve his/her grievance with the Chief of the FIUPD or his/her designee. Discussions will be informal for the purpose of settling differences in the simplest and most effective manner. Should the grievant wish to pursue an informal resolution of a grievance, he/she must request a meeting with the Chief or designee within five (5) days from the act or omission giving rise to the grievance or the date on which the grievant knew or should reasonably have known of such act or omission if that date is later. The Chief or designee will respond with a meeting date and time within five (5) days of the request. If the Chief or designee determines that the Department

action should be changed, the Chief or designee will offer the change to the grievant. If the grievant accepts the change, the matter will be considered resolved and there will be no further review. If the Chief or designee determines that the Department action was appropriate or the grievant does not accept the modification offer, the grievant will be informed that he/she can choose to use the Step 1 review process; the Department action will be unchanged. If the grievant chooses to appeal the Department action by initiating the Step process, all parties agree that no one will mention any details about the informal resolution process at Step 1 or Step 2.

B. STEP 1:

- (1) Filing. If the grievance has not been satisfactorily resolved through the informal resolution process or if the grievant has chosen not to use the informal resolution process but wants to file a grievance, the grievant or the PBA may file Step 1 by filing a fully executed Step 1 form which is attached. The Step 1 form must be filed with the Senior Vice President of Human Resources or designee within ten (10) days of conclusion of the informal resolution process if used or within ten (10) of the date on which the employee knew or reasonably should have known of such act or omission if the grievant did not use the informal process.
- (2) Meeting. The Senior Vice President for Human Resources or designee shall investigate the alleged grievance and shall, within fifteen (15) days or other mutually agreeable date of receipt of the written grievance, conduct a meeting between the Senior Vice President for Human Resources or designee, other University representatives as necessary, the grievant and/or the grievant's representative. The parties present at the Step 1 meeting shall discuss the grievance. Any party bringing legal counsel to the Step 1 meeting shall provide at least five (5) days' advance written notice to all other parties before the Step 1 meeting. At the Step 1 meeting, the grievant shall have the right to present any evidence in support of the grievance.
  - (a) Documents. In advance of the Step 1 meeting, the grievant shall have the right, upon written request to the Senior Vice President of Human Resources or designee, to a copy of any identifiable documents relevant to the grievance.
  - (b) Decision. The Senior Vice President for Human Resources or designee shall notify the grievant of a decision in writing no later than seven (7) days following the meeting. A copy of the decision shall be sent to the grievant, the grievant's representative and the PBA. Failure of the Senior 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 2. If the University fails to provide a Step 1 decision within the time limits provided in this Article due to a University-caused delay, the University shall pay all costs of the Step 2 process should the PBA elect to take the grievance to that step.

C. STEP 2: If a grievance has not been satisfactorily resolved at Step 1, or if the Senior Vice President of Human Resources or designee has failed to respond within the Step 1 deadlines, the PBA may proceed to Step 2 by filing a fully executed Step 2 form which is attached. The Step 2 form must be filed with the Senior Vice President of Human Resources or designee within seven (7) days after receipt of the Step 1 decision by the grievant, the grievant's representative, and the PBA, or when the decision was due in the Step 1 process. The grievance may be withdrawn by the PBA at any point prior to issuance of the Arbitrator's decision by providing written notification to the Arbitrator and the Senior Vice President of Human Resources or designee.

- (1) The parties hereby agree that the arbitration selection procedure will be as follows:
  - A. The party requesting arbitration shall, concurrently with its filing of the Step 2 form, notify the American Arbitration Association (AAA) of the filing of the grievance and request a list of seven (7) arbitrators sent to each party.

- B. Within seven (7) days of when the last party receives the list from the AAA, the parties shall meet to select an arbitrator. Each party shall alternatively strike arbitrators from the list until one remains with a coin toss used to determine which party strikes first. The party requesting arbitration shall notify AAA of the party's selection.
- (2) Authority of the Arbitrator.
- A. Unless the parties agree in writing to the contrary, only one grievance may be submitted to the arbitrator at any-one hearing.
  - B. The arbitrator shall not add to, subtract from, modify, ignore, or alter the terms or provisions of this Agreement, or the provisions of applicable law, rules, or regulations having the force and effect of law. The arbitrator shall not have the power to limit or interfere in any way with the powers, duties, and responsibilities of the University under applicable law, rules, and regulations having the force and effect of law. The arbitrator shall be confined solely to the application and/or interpretation of the Agreement and the precise issue(s) submitted for arbitration. The arbitrator shall determine each dispute in accordance with the terms of this Agreement and in accord with a "Submission Agreement," if one can be agreed to. If there is no Submission Agreement, then the arbitrator will rely on the grievances as written under Step 1 of this Agreement.
  - C. Where a University official has made a judgment involving the exercise of discretion, the arbitrator shall not substitute its judgment for that of the University official. Nor shall the arbitrator review such decision except for the purpose of determining whether the decision has violated the Agreement.
  - D. The Hearing. The arbitrator shall hold the hearing in Miami-Dade County unless otherwise agreed by the parties. The hearing shall commence within sixty (60) days of the arbitrator's acceptance of selection, or as soon thereafter as is practicable. The parties shall stipulate to the issue(s) prior to the hearing before the arbitrator. If the parties are unable to stipulate to the issue(s) prior to such hearing, the parties shall proceed to a hearing on applicability of this procedure based on either procedural or substantive concerns ("applicability"). Issues of applicability shall be bifurcated from the substantive issues and, whenever possible, determined by means of a hearing conducted by conference call. The arbitrator shall have ten (10) days from the hearing on applicability to render a decision on the applicability issues. If the process is judged to be applicable to the complaint, the arbitrator shall then proceed to hear the substantive issue(s) in accordance with the provisions of this Agreement.
  - E. The arbitrator shall rule on arbitrability before issuing a decision on the merits. If a lawsuit is filed over arbitrability, the arbitration shall not commence until the lawsuit has terminated in the trial court. If the grievance was found to be arbitrable, then the grievance would be assigned to another arbitrator using the same process as used for selecting the first arbitrator.
  - F. The arbitrator shall issue the decision within thirty (30) days of the close of the hearing on the substantive issue(s) or the submission of briefs, whichever is later, unless additional time is agreed to by the parties in writing. The decision shall be in writing and shall set forth findings of fact, reasoning, and conclusions on the issues submitted. Except as expressly specified in this Article, the provisions of the Florida Arbitration Code, Chapter 682, Florida Statutes, shall not apply. Except as modified by the provisions of this Article, the arbitration proceeding shall be conducted in accordance with the Labor Arbitration Rules and Procedures of the American Arbitration Association.
  - G. In rendering its decision, the arbitrator shall refrain from issuing any statements of opinion or conclusions not essential to the determination of whether the act or event giving rise to the grievance violated a provision of this Agreement.

- H. If the arbitrator determines that an Article has been violated, the arbitrator shall direct the University to take appropriate action. The arbitrator may award back salary where the arbitrator determines that the employee is not receiving the appropriate salary from the University, but the arbitrator may not award other monetary damages or penalties. The arbitrator shall have no power to establish wages, rates of pay for new jobs, or to change any wage unless the arbitrator is specifically empowered to do so by both parties in writing. An arbitrator's award may be retroactive based on the equities each case may demand, but in no case shall an award be retroactive to a date earlier than thirty days (30) days prior to the date the grievance was originally filed in this Article, except in cases where compensation is the issue, and in such cases, an Award may be retroactive to a maximum of sixty (60) days prior to the date the grievance was originally filed.
- I. The decision or award of the arbitrator shall be final and binding upon the University, the PBA, and the grievant provided that either party may appeal to an appropriate court of law a decision that was rendered by the arbitrator acting outside of or beyond the arbitrator's jurisdiction.
- J. Venue. For purposes of venue in any judicial review of an arbitrator's decision issued under this Article, the parties agree that such an appeal shall be filed in the courts in Miami-Dade County, Florida unless both parties specifically agree otherwise in a particular instance. In an action commenced in Miami-Dade County, neither the University nor the PBA will move for a change of venue based upon the grievant's residence in-fact if other than Miami-Dade County.
- K. Fees and Expenses. All fees and expenses of the arbitrator shall be divided equally between the parties unless mutually agreed otherwise. Each party shall bear the cost of preparing and presenting its own case. However, in the event the grievance is withdrawn after the selection of the arbitrator, the party withdrawing the grievance shall be responsible for the full cost of the arbitrator's fee (if any) unless otherwise mutually agreed by the parties 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.

4.6 The following general rules are applicable to this Article:

- A. The grievant or the PBA may abandon or settle a grievance.
- B. The University will notify the PBA of any individual filing a grievance pursuant to this Article.
- C. The PBA will have the opportunity to be present at any meetings held between the University and a grievant (if the grievance is not filed through the PBA) to resolve a grievance filed pursuant to this Article.
- D. Only the PBA may request that a grievance proceed to arbitration.
- E. The grievant or the PBA shall have only one opportunity to amend or supplement the grievance. No grievance can be amended or supplemented after Step 1.
- F. In contract interpretation, the burden of proof is on the grievant. In such cases, the preponderance of evidence standard is applicable.
- G. No grievance informally resolved or by using the process described in this Article shall constitute a precedent for any purpose unless agreed to in writing by the University Vice President or designee, the grievant, and PBA.
- H. 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, including email.
- I. Reprisal. No reprisal of any kind will be made by the University or the PBA against any grievant, any witness, or any other participant in the Grievance and Arbitration Procedure by reason of such participation.

**ARTICLE 5**  
**LAYOFFS AND RECALL**

5.1 Employees may be laid off due to adverse financial circumstances; reallocation of resources; reorganization of administrative structures, programs, or functions; curtailment of one or more programs or functions; shortage of work; or a material change of duties.

5.2 Employees shall be laid-off in the inverse order of seniority on the job as a sworn law enforcement officer at the University (i.e., the most recently hired employee as a sworn law enforcement officer will be the first to be laid off, regardless of rank at time of layoff). Employees shall be bumped downward in accordance with seniority in classification. Time spent in a higher classification shall be credited to the employee for the purpose of calculating layoffs and “bumping downward.” It is understood by the parties that probationary employees shall be laid-off first.

5.3 Laid off employees shall have recall rights only to positions within the bargaining unit. Recall will be in reverse order of layoffs. Recall rights are limited to the one (1) year period following the layoff. During this period, no new bargaining unit employees will be hired by the Department until all laid off members of the bargaining unit are offered recall. Any employee offered recall at his/her last known address must contact the Department and agree to return to work within 21 calendar days or forfeit all recall rights.

**ARTICLE 6**  
**HEALTH AND SAFETY**

6.1 The University will make reasonable efforts to provide employees a safe and healthy working environment. The University and the PBA agree to work cooperatively toward reducing job-related injuries and workers’ compensation costs by encouraging improved safety measures.

6.2 Safety Committee. The PBA will name one employee to serve on a University-Wide Safety Committee. Written notification will be sent to the Chief of Police with the names of the employee representatives and any successors. 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 the University requires an employee to use or wear health or safety equipment, such equipment will be provided by the University.

B. Any employee who becomes aware of a work related accident shall immediately notify the supervisor or the supervisor’s designee of the area where the incident occurred.

C. When an employee believes an unsafe or unhealthy working condition exists in the work unit, the employee shall immediately report the condition to the supervisor or the supervisor’s designee. The University shall investigate the report and respond to the employee.

6.4 Vehicles and Equipment.

A. Vehicles used by employees, whether or not issued to the employee, shall be maintained in safe operating condition by the University. Marked patrol vehicles shall be equipped with cages, and as such vehicles are replaced, the newly purchased vehicles shall include the standard police package. The University shall use high visibility lights on University vehicles as dictated by University needs. In-car computers shall be mounted for safe use by bargaining unit members. When employees are required to drive scooters, golf carts, all-terrain vehicles, or other similar vehicles, such vehicles shall be operated in accordance with the manufacturer’s warranty and the officer shall be properly trained in the operation of such vehicle.

B. Where the University has determined that an employee should be provided with a police baton,

mace or OC spray, conducted electrical weapon (CEW), or other such weapon as the University deems appropriate, such employee shall be properly trained by a certified instructor in its use.

C. The University shall provide its employees with custom-fitted bullet resistant vests. Vests shall be replaced as per the stated warranty. The wearing of these vests is at the discretion of the employee, however, employees are strongly encouraged to wear the vest at all times when on duty, and the University reserves the right to require the wearing of the vest at the direction of the Chief or his/her designee.

D. Bargaining unit employees will be permitted the use of assigned patrol vehicles pursuant to the terms of FIUPD SOP 14.06 on Assigned Patrol Vehicle Program (July 8, 2020). Effective upon ratification, this policy will be amended to permit bargaining unit employees to utilize their assigned patrol vehicles for personal errands such as going to the grocery store or the gym during portal to portal travel.

#### 6.5 Firearms.

A. The University shall provide its employees with a semi-automatic firearm. The type of semi-automatic firearm shall be at the University's discretion. The University will attempt to provide a semi-automatic firearm which is suitable to the employee's stature and hand size.

B. In order to promote safety in the use of firearms by employees, the University guarantees that each employee is allowed to fire his/her firearm in an approved course at least once every six (6) months at no cost to the employee. Such training shall be for the purpose of qualifying in the use of firearms.

C. The University shall issue new factory ammunition for on-duty use at intervals not to exceed twelve (12) months from the previous date.

6.6 Recognizing the risks and health hazards associated with the law enforcement profession, the University agrees to offer bargaining unit members a total body scan every two (2) years.

## **ARTICLE 7 LEARNING OPPORTUNITIES**

Law Enforcement Training. The University and the PBA recognize the importance of training programs to develop skills in our law enforcement officers and supervisors. The University will make a reasonable effort to continue existing training programs in law enforcement techniques and to develop new programs, and to ensure that opportunities to attend law enforcement and salary incentive training programs are equitably distributed among employees.

## **ARTICLE 8 DUES DEDUCTION**

8.1 During the term of this Agreement University will deduct PBA dues and other authorized deductions in an amount established by the PBA and certified in writing by the PBA to University, from employee's pay for those employees who individually make such request on the deduction form provided by the PBA included as Appendix A. Such deductions will be made by University when other payroll deductions are made and will begin with the pay for the first full pay period following receipt of the authorization by the University.

8.2 The PBA shall advise University of any increase in dues or other authorized deductions in writing at least thirty (30) days prior to its effective date.

8.3 This Article applies only to the deduction of membership dues and shall not apply to the collection of any fines, penalties, or special assessments. University will not be required to process Dues Deductions Authorization Forms that are: (1) incorrectly and/or incompletely filled out; (2) postdated; or (3) submitted to University more than sixty (60) days following the date of the employee's signature.

8.4 Deductions of dues and other authorized deductions shall be remitted exclusively to the PBA by University within thirty (30) days after the deductions are made, or as soon as practical thereafter, along with a list containing the names of the employees from whom the remittance is made.

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

8.6 Deductions for the PBA dues and other authorized deductions shall continue until either: (1) revoked by the employee by providing University and the PBA with thirty (30) days written notice that the employee is terminating the prior checkoff authorization; (2) revoked pursuant to Section 447.507 Florida Statutes; (3) the termination of employment; or (4) the transfer, promotion, or demotion of the employee out of this bargaining unit. If these deductions are continued when any of the above situations occur, the PBA shall, upon notice of the error, reimburse the employee for the deductions that were improperly withheld.

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

## **ARTICLE 9 UNIFORMS AND EQUIPMENT**

9.1 Uniform. All employees shall receive a standard issue of uniforms (winter and summer) and uniform accessories and may request replacement of such uniforms as needed. Requests for replacement of uniforms shall be honored in a timely fashion and not unreasonably denied.

9.2 Uniform accessories and equipment will include the following minimum requirements:

- A. Gun belt, either 2 ¼ inches or 3 inches, as appropriate for the individual employee.
- B. Firearm safety (snatch resistant) holster;
- C. Three (3) magazines and an approved case for spare ammunition; and

9.3 Uniform Maintenance and Shoe Allowance. The University will provide employees who are furnished and required to wear by the University a uniform, a uniform maintenance allowance in the amount of five hundred dollars (\$500.00) annually, unless laundry and dry cleaning facilities are available and the service is furnished by the University without cost to the employees. In addition, such employees shall receive a shoe allowance in the amount of one-hundred fifty dollars (\$150.00) annually, unless shoes are furnished by University.

9.4 Clothing Allowance. Employees assigned to full-time plain clothes positions shall receive a clothing allowance in the amount of one thousand dollars (\$1000.00) annually, and a shoe allowance in the amount of one hundred fifty dollars (\$150.00) annually, unless the shoes are furnished by the University.

9.5 Bullet Resistant Vest. The University shall provide uniformed and plain clothes law enforcement personnel a bullet resistant vest for use during duty hours. Each bullet resistant vest will be replaced per the manufacturer's warranty.

9.6 Recreational Use Privileges. The Department will pay for the cost of the University Recreation Facility



services as the employee uses such services. All sworn law enforcement personnel covered by this agreement shall receive an annual standard University Recreational Facility membership at no cost.

**ARTICLE 10  
WAGES**

**10.1 Performance Based Career Ladders**

A. Police Officer

Effective and retroactive to the first full pay period in July 2024, period following full ratification, there will be a market adjustment to the current Police Officer Performance Based Career Ladder and the updated ladder will provide as follows: ~~to provide that police officers will reach the Police Officer 6 classification on their six-year anniversary; the Police Officer 7 classification on their seven-year anniversary; and the Police Officer 8 classification on their ten-year anniversary.~~

~~Additionally, effective the first full pay period following full ratification, the current Police Officer Performance Based Career Ladder will be amended to add two additional classifications (Police Officer 9 and Police Officer 10) to the end of the ladder. Police Officers will be eligible to reach the Police Officer 9 classification on their fifteen-year anniversary and the Police Officer 10 classification on their twenty-year anniversary.~~

~~The updated Police Officer Performance Based Career Ladder will provide as follows:~~

<b>Anniversary Year<sup>1</sup></b>	<b>Classification<sup>2</sup></b>	<b>Base Salary<sup>3</sup></b>	
<del>N/A</del>	<del>Police Officer Trainee<sup>4</sup></del>	<del>\$48,500.00</del>	
<del>N/A</del>	<del>Probationary Police Officer 1</del>	<del>\$50,000.00</del>	
<del>N/A</del>	<del>Probationary Police Officer 2</del>	<del>\$52,500.00</del>	
<del>1</del> <u>Starting Salary</u>	Police Officer 1	\$53,500.00	\$62,500.00
<del>2</del> <u>1</u>	Police Officer 2	\$55,125.00	\$64,125.00
<del>3</del> <u>2</u>	Police Officer 3	\$57,881.25	\$66,881.25
<del>4</del> <u>3</u>	Police Officer 4	\$60,775.31	\$69,775.31
<del>5</del> <u>4</u>	Police Officer 5	\$63,814.09	\$72,814.09
<del>6</del> <u>5</u>	Police Officer 6	\$67,004.78	\$76,004.78
<del>7</del> <u>6</u>	Police Officer 7	\$70,355.02	\$79,355.02
<del>8</del> <u>7</u>	Police Officer 8		\$82,872.77
<del>9</del> <u>8</u>	Police Officer 9		\$86,556.41
<del>10</del> <u>9</u>	Police Officer- <del>8</del> <u>10</u>	\$73,872.77	\$90,444.73

<sup>1</sup> Anniversary year is the date of hire. If an employee is hired on January 1, their anniversary is January 1 every year thereafter. Same applies for all ranks (Sergeants, Lieutenants).

<sup>2</sup> Classification eligibility requires a minimum of x (per table) anniversary years, PEP of 4 and no severe discipline as defined in the CBA in the year prior to becoming eligible for the classification promotion. If the employee receives a PEP lower than 4 and/or severe discipline in the year prior to becoming eligible for the classification promotion, his/her classification promotion may be delayed until the following anniversary year. In these cases, the employee will also be given the right to meet with the Chief of Police, who may grant the classification promotion after a period of improved performance. Such performance will be documented by an updated PEP or comparable written evaluation. With the updated PEP or written evaluation, the employee would be eligible for the classification promotion at the following pay period. Same applies for all ranks.

<sup>3</sup> Salary is based on Performance Based Career Ladder and is exclusive of any pay additives and CBA raises effective that year. CBA raises and pay additives would be in addition to the Performance Based Career Ladder.

<sup>4</sup> ~~The candidate must have a starting date at an accredited police training academy. The employee will also be required to sign a Memorandum of Understanding agreeing to remain a minimum of two years with FIUPD or repay the cost of the academy (Approximate cost of academy is \$8,000). Upon receiving Police Officer Certification, the trainee will then be promoted to Probationary Police Officer 1. Upon completion of riding assignment (FTO training phases) the police officer is then eligible for Probationary Police Officer 2.~~

15	Police Officer 9	\$77,566.41
20+	Police Officer 10	\$81,444.73

Effective and retroactive to the first full pay period in July 2024, all police officers will have their base salaries adjusted to reflect their classification in the updated Police Officer Performance Based Career Ladder as set forth above and will continue to be eligible for classification promotions as provided in footnote #2 thereafter (i.e. a police officer who has reached his/her five-year anniversary will move to the Police Officer 6 classification). Police officers currently in the Police Officer 7 classification that have reached their 8<sup>th</sup> anniversary as of July 1, 2024, will move to the new Police Officer 9 classification. Police officers currently in the Police Officer 7 classification that have reached their 9<sup>th</sup> anniversary as of July 1, 2024, will move to the new Police Officer 10 classification. Police officers currently in the Police Officer 8, Police Officer 9 or Police Officer 10 classifications will be moved to the Police Officer 10 classification. ~~following full ratification, all police officers will have their base salaries adjusted to reflect their classification in the updated Police Officer Performance Based Career Ladder set forth above. Police officers currently in the Police Officer 5 classification with six years of service will be placed at the Police Officer 6 classification. Police officers currently in the Police Officer 5 classification with 7, 8 or 9 years of service will be placed at the Police Officer 7 classification. Police officers currently in the Police Officer 6 classification will be placed at the Police Officer 8 classification. Police officers currently in the Police Officer 7 classification will be placed at the Police Officer 9 classification. Police officers currently in the Police Officer 8 classification will be placed at the Police Officer 10 classification. All police officers will continue to be eligible for classification promotions as provided in footnote #2 thereafter.~~

#### A. Police Sergeant

Effective and retroactive to the first full pay period in July 2024, ~~following full ratification, there will be a market adjustment to all base salaries provided for in the current Police Sergeant Performance Based Career Ladder, and the updated ladder . will increase by 10%. The updated Police Sergeant Performance Based Career Ladder will provide as follows:~~

Date of Rank Anniv	Classification	Compensation <sup>5</sup>	Base Salary
<del>1</del> Starting <sup>4</sup>	Police Sergeant 1	<del>See Footnote</del>	<del>\$73,867.50</del> \$82,867.50
<del>2</del> 1	Police Sergeant 2	<del>+5%</del>	<del>\$77,560.88</del> \$86,560.88
<del>3</del> 2	Police Sergeant 3	<del>+5%</del>	<del>\$81,438.92</del> \$90,438.92
<del>4</del> 3	Police Sergeant 4	<del>+5%</del>	<del>\$85,510.87</del> \$94,510.86
<del>5</del> 4	Police Sergeant 5	<del>+5%</del>	<del>\$89,786.41</del> \$98,786.41
<del>5</del> 5	Police Sergeant 6		<del>\$101,286.41</del>

<sup>5</sup> Starting compensation for sergeants and lieutenants is one of two salaries. If, at the time of promotion, they are earning above the starting salary for that rank they will get a 5% raise upon promotion. Each Classification Anniversary year thereafter they are eligible for the next classification; however, will not get a pay raise until the current salary is  $\leq$  or = to the salary for the corresponding grade. (example: if a Police Officer 8 is promoted to Police Sergeant 1; he/she would not get the new classification and would receive a 5% increase to their base salary. That employee would continue to be eligible for classification promotions but not salary increases until they reach Police Sergeant 3.)

<sup>4</sup> Officers promoted to sergeant and sergeants promoted to lieutenants will have their starting salaries determined by placement in the first classification in the career ladder of the newly promoted rank that is more than 5% higher than the employee's classification in the lower rank (i.e. a Police Officer 9 promoted to sergeant will start at the Police Sergeant 4 classification. Thereafter, police sergeants will move to the next classification in the Police Sergeant Performance Based Career Ladder on their first anniversary date as a police sergeant and continue to be eligible to for classification promotions as provided in footnote #2 until reaching the Police Sergeant 6 classification.

Effective and retroactive to the first full pay period in July 2024, following full ratification, all police sergeants will have their base salaries adjusted to reflect their classification in the updated Police Sergeant Performance Based Career Ladder set forth above and will continue to be eligible for classification promotions as provided in footnotes #2 and #4 thereafter. Police sergeants currently in the Police Sergeant 5 classification with 6 or more years of service in rank will be placed at the Police Sergeant 6 classification.

**10.2 Retention Bonus Schedule**

All bargaining unit employees are eligible to receive a retention bonus on the anniversary year of their date of hire. As an example, if an employee is hired on January 1, their anniversary is January 1 every year thereafter. Same applies for all ranks (Sergeants, Lieutenants). Eligibility is based on a PEP of 4 or higher and no severe discipline as defined in the CBA in the year prior to becoming eligible for the retention bonus. If the employee receives a PEP lower than 4 and/or severe discipline in the year prior to becoming eligible for the retention bonus, he/she will have the retention bonus delayed until the following anniversary year. In these cases, the employee will also be given the right to meet with the Chief of Police, who may grant the retention bonus after a period of improved performance. Such performance will be documented by an updated PEP or comparable written evaluation. With the updated PEP or written evaluation, the employee would be eligible for the retention bonus at the following pay period. The Retention Bonus Schedule shall provide as follows:

Anniversary Year	Bonus
5	1%
6	“
7	“
8	“
9	“
10	1.5%
11	“
12	“
13	“
14	“
15	2%
16	“
17	“
18	“
19	“
20	2.5%
21+	“

**10.3 Shift Differential Pay**

- A. 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.
- B. 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 five percent (5%) is paid for shifts where the majority of the hours fall after 6:00 P.M.

Night: A differential of eight percent (8%) is paid for shifts where the majority of the hours fall after midnight.

- C. The shift differential additive is included in the calculation of an employee's regular rate of pay for purposes of computing overtime pay.
- D. The Chief of FIUPD or designee retains the discretion to move employees from shift to shift based on operational necessity and shall not be used for the purposes of discipline. The parties agree that the exercise of such discretion is not subject to the Grievance and Arbitration procedure or the Neutral Internal Resolution of Disputes Policy.

#### **10.4 Pay Supplements**

- A. Bargaining unit employees assigned as Field Training Officer (FTO) and Field Training Supervisor (FTS) shall receive a five percent (5%) pay supplement while performing duties as a FTO or FTS.
- B. Bargaining unit employees assigned to a specialty unit, including but not limited to, the detective bureau and the K-9 unit, shall receive a five percent (5%) pay supplemental while performing duties in the specialty unit.
- C. The Chief of FIUPD or his/her designee has the sole discretion in determining which bargaining unit employee will be assigned as a FTO, FTS and/or in one of the specialty units and the length of such assignment. This exercise of discretion is not subject to any review process such as the Grievance and Arbitration article or the Neutral Internal Resolution of Disputes Policy.
- D. This Article is subject to Department SOP's regarding eligibility, performance, etc.

#### **10.5 Off-Duty Pay**

- A. Purpose: To establish guidelines to compensate law enforcement personnel for off-duty pay.
- B. Definition: An off-duty assignment is any assignment that is being funded by an outside funding source and not from a FIU funding source or budget regardless of department. FIU and, then in turn, the FIUPD are being reimbursed by an outside funding source at a premium rate of pay.
- C. Policy: Law enforcement personnel are entitled to off-duty pay when an employee is assigned an off-duty event. The law enforcement personnel working the off-duty event does not have to work a forty (40) hour workweek to be compensated at the off-duty pay.
- D. The hours worked as part of the off-duty assignment shall not be counted as hours worked for the purpose of calculating overtime for that week. An employee reporting to an off-duty event shall be guaranteed two (2) hours of off-duty pay if the event is cancelled or concluded prior to the end of the two hour period. An employee who fails to adhere to the Department's procedures for determining the status of the event prior to reporting for such duty will lose eligibility of the guaranteed two hours.
- E. If, after the employee reports to work, the event is cancelled or concluded prior to the end of the guaranteed two (2) hours, management may assign other law enforcement duties to the employee during the guaranteed two-hour period.
- F. Subject to operational necessity, the University agrees that officers from outside agencies will not be assigned an off-duty event shift that is longer than the shift offered to the FIUPD employee unless the FIUPD employee declines to work the longer shift. This provision does not apply to specialized units.

## **10.6 Overtime Pay and Compensatory Time**

- A. Purpose: To establish a policy for overtime pay and compensatory time for non-exempt employees.
- B. Definitions: An overtime detail is any assignment being funded by a University source or budget regardless of the University department paying for the event and which the law enforcement personnel works in excess of forty (40) hours of the workweek in which the overtime detail occurs. Utilization of accrued compensatory time, holiday time, and administrative leave within a workweek will count as hours worked to fulfill the forty (40) hours required to be given overtime.
- C. 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 forty (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. \_\_
- D. Any employee working an overtime detail must work the full forty (40) hours in the workweek in which the overtime detail occurs before the employee will be compensated at the overtime rate (i.e., time and one-half pay (1 ½)).
- E. Compensatory time may be earned by non-exempt employees in lieu of overtime pay for all hours actually worked in excess of forty (40) hours. Compensatory time is credited at the rate of one and one-half (1 ½) times the number of hours in excess of forty (40) hours worked in a workweek. Non-exempt employees may accrue up to one hundred sixty (160) hours of compensatory time indefinitely to be paid at the time of separation from employment. Non-exempt employees must use any accrued compensatory time in excess of the one hundred sixty hours (160) within one hundred eighty (180) days of its accrual, provided that to do so would not unduly disrupt the operations of the University.
- F. Exempt employees are not entitled to compensatory time or overtime pay for hours worked in excess of forty (40) hours per week. When an employee is changed from a nonexempt 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.

## **10.7 Sworn Law Enforcement Certification Award**

Effective the first full pay period following full ratification, the Sworn Law Enforcement Certification Award supplement being received by bargaining unit employees every pay period they maintain their sworn law enforcement certification shall continue to be paid in the amount of five percent (5%) for police officers. Effective and retroactive to the first full pay period in July 2024, the Sworn Law Enforcement Award supplement being received by bargaining unit employees every pay period they maintain their sworn law enforcement certification shall be increased to seven and a half percent (7.5%) for police sergeants. This pay supplement shall be paid bi-weekly based on the employees' bi-weekly earnings as listed in their paycheck summary, to include Shift Differential Pay – 10.3; Pay Supplements – 10.4; Overtime Pay – 10.6 and Criminal Justice Incentive Pay (CJIP) if earned by the member for that pay period. Any bonuses (including as outlined in Article 15-Bonus Policy and Article 17-Sick Leave Policy) and uniform allowance (Article 9) will not be calculated in the processing of this Award. The Award does not affect the base rate of pay for the purpose of calculating overtime and shift differential.

## **10.8 Additional Wages Increases**

- A. If the Florida Legislature provides for a different or additional funding of wages or wage increases described in this Article during the term of this Agreement, the University and the Union agree that such

increases will be administered in accordance with the applicable appropriation language. Any additional funding of wages or wage increases provided by the Legislature during any fiscal year covered by this Article shall count as credit towards the wage increases and/or merit bonus described in the Article ~~except for the ratification bonus described in 10.9 below.~~

- B. Nothing contained herein shall prevent the University from providing salary increases beyond the increases specified above. These increases may be provided for verified counteroffers and compression/inversion; increased duties and responsibilities; special achievements; litigation/settlements; and similar special situations. Market equity adjustments may be provided with approval by the PBA.

#### **10.9 ~~Ratification Bonus Fiscal Year 2026-2027 Bonus~~**

Effective the first full pay period ~~in July 2026, following full ratification,~~ all bargaining unit members will receive a lump-sum bonus in the amount of ~~Two Thousand Dollars (\$2,000.00).~~ ~~\$1,000.~~ ~~This bonus is separate and independent from any bonus or bonuses to be provided by the State of Florida in connection with the pandemic federal stimulus package.~~

### **ARTICLE 11 INSURANCE BENEFITS**

11.1 University agrees to administer the State Group Health self-insurance plan in accordance with the applicable Fiscal Year's General Appropriations Act and, if provided, the Summary Statement of Intent.

### **ARTICLE 12 GROOMING STANDARDS**

12.1 Hair on top of the head will be neatly groomed. The length or bulk of the hair will not be excessive or present a ragged, unkempt appearance. When combed, hair will not fall over the ears or eyebrows, or touch the collar, except for the closely cut hair on the back of the neck. The hair of uniformed members may touch the shirt collar but not fall below the collar's edge and may cover a portion of the ear. Long hair of female officers must be worn up in a neat, stylish manner which permits the wearing of the hat. Conspicuous barrettes, pins, or combs will not be worn.

12.2 If an employee desires to wear sideburns, they will be neatly trimmed. The base will be a clean-shaven horizontal line. Sideburns will not extend downward beyond the lowest part of the exterior ear opening.

12.3 The face will be clean shaven, except that if a mustache is worn it will be kept neatly trimmed and tidy. No portion extending beyond the corners of the mouth will fall below a line parallel with the bottom of the lower lip.

12.4 Cosmetic and Jewelry. If worn, cosmetics shall be subdued and blended to match the natural skin color of the individual. False eyelashes are prohibited. Fingernails should be clear and trimmed so as not to extend beyond the tips of the fingers. Fingernail polish, if worn, shall be clear. Female officers may wear small post earrings. Necklaces shall not be visible when the uniform is worn.

### **ARTICLE 13 REPLACEMENT OF PERSONAL PROPERTY**

13.1 An employee, while on duty and acting within the scope of employment, who suffers damage or destruction of the employee's watch or prescription eyewear, or such other items of personal property as have been given prior approval by the Department as being required by the employee to adequately perform the

duties of the position, will be reimbursed or have such property repaired or replaced as provide herein. A written report must be filed detailing the circumstances under which such property was damaged or destroyed.

### 13.2 Specific Reimbursement Allowances and Approvals.

A. Upon proper documentation by the employee of the amount expended, the Department shall authorize reimbursement for repair or replacement of such property, not to exceed the following amounts:

- (1) Watch - \$100;
- (2) Prescription eye wear - \$300 (including any required examination);
- (3) Other items – The Chief shall have final authority to determine the reimbursement value of any items other than watches or prescription eye wear; and
- (4) Total allowable per incident - \$700.

B. Such reimbursement shall be with the approval of the Chief. Approval shall not be unreasonably withheld.

## **ARTICLE 14 BEREAVEMENT LEAVE**

### STATEMENT

An employee shall be granted three (3) days of leave with pay for a death in the immediate family.

### REASON

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.

### DEFINITIONS

“Immediate Family” is defined as spouse, children (including foster or stepchildren), parents (including stepparents), brother and sister (including stepbrother and stepsister), grandparents, and grandchildren of both the employee and the spouse.

## **ARTICLE 15 BONUS 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

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 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 Senior 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 Senior 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 Senior 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.

## **ARTICLE 16 COMPULSORY LEAVE**

### **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:** 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.

## **ARTICLE 17 SICK LEAVE**

### **STATEMENT**

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

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

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

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

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

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

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

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

Employees using no more than three (3) sick days during the fiscal year will receive a bonus of four hundred and fifty dollars (\$450.00). The fiscal year runs from July 1<sup>st</sup>, through June 30<sup>th</sup>. The bonus will be paid in the first full pay period after June 30<sup>th</sup>. Members using periodic sick time, such as but not limited to, leaving early due to illness, will not be eligible for the bonus if they use more than 30 hours of sick time during the fiscal year. Members working 5/8 hours shifts will also be limited to 30 hours of sick time per fiscal year in order to receive the bonus.

## **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)

**REASON:** To administer the accrual and appropriate use of sick leave.

### **DEFINITIONS**

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

“Employee's Immediate Family” is defined as spouse, children (including foster or stepchildren), parents (including stepparents), brother and sister (including stepbrother and stepsister), grandparents, and grandchildren.

## **ARTICLE 18 TEMPORARY OR PERMANENT LATERAL REASSIGNMENT**

### **STATEMENT**

Management has the right to determine the allocation of staffing resources based on operational needs through the use of temporary and permanent change in lateral reassignments. Whenever possible, an employee will be given a fourteen (14) calendar days' notice, unless in the case of unforeseen circumstances, prior to the effect of the change in assignment.

**REASON:** To provide a means for management to address operational needs.

### **DEFINITIONS**

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

**ARTICLE 19  
VACATION**

**STATEMENT**

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 and 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.

Non-Exempt Personnel

<b>Length of Service with University</b>	<b>Hours Accrued Per Pay Period</b>	<b>Maximum Accrual and Payout Hours</b>
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

<b>Length of Service with University</b>	<b>Hours Accrued Per Pay Period</b>	<b>Maximum Accrual and Payout Hours</b>
N/A	7	352

Nine-month Faculty Members

Length of Service with University	Hours Accrued Per Pay Period	Maximum Accrual and Payout Hours
N/A	0 (none)	N/A

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

**ARTICLE 20  
JURY DUTY AND COURT  
APPEARANCES**

**STATEMENT:**

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 accrued leave.

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, if the employee does not have accrued vacation or compensatory time, leave without pay.

If the sworn law enforcement employee is subpoenaed to appear as a witness in a job-related court case, not during the employee's regularly assigned shift, the employee shall have the option to either accept the witness fee or be granted a minimum of three (3) hours which shall be counted as hours worked. The three-hour minimum shall be paid if a court appearance is scheduled to start more than sixty (60) minutes before or after the employee's regularly assigned shift. In order to be eligible for the three-hour minimum, the employee must appear in person in court or the Student Conduct hearing, whichever is the case. If an employee only appears in court or at the Student Conduct hearing by telephone, skype, or through similar electronic medium, he/she will only be eligible for a one-hour minimum and will receive hour-for-hour overtime pay if the appearance exceeds one-hour. This provision also applies when the employee is requested to serve as a witness in the University Student Conduct process.

REASON: To administer a policy regarding jury duty, subpoena for court appearances, and serve as a witness in the University Student Conduct process.

**ARTICLE 21  
MANAGEMENT RIGHTS**

21.1 Each of the rights described below shall be vested exclusively in University, subject only to such restrictions governing the exercise of these rights as are expressly and specifically provided in this Agreement, University regulations, policies, and Department SOPs.

21.2 The management of the Department personnel and the direction of its work force, including but not limited to the exclusive right: to determine whether all or any part of the operations covered by this Agreement shall commence, cease, continue, reduce or increase; to remove the operation or any part thereof to any location; to establish new jobs; to abolish or change existing jobs and to increase or decrease the number of

jobs or employees; to change materials, processes, products, service, equipment, work schedules and methods of operation to introduce new materials, equipment, services or facilities; to assign work to be performed; to assign or reassign employees to shifts, increase or abolish shifts and rotate shifts; to require employees to work overtime; to establish and change hiring procedures; to set the work schedules; to transfer employees from job to job, shift to shift or campus to campus either on a permanent or temporary basis; to evaluate and direct the work of the employees covered by this Agreement; to maintain, enforce, rescind or change University or Department policies, procedures, rules, orders, practices, and

directives not inconsistent with this Agreement or covering mandatory subjects of bargaining; to establish or change operational standards; to determine the services to be provided by University and by law enforcement personnel; to lay off employees as provided in Article 5 of this Agreement; to establish requirements for employment; to promote and demote employees; and to have complete authority to exercise those rights and powers incidental thereto, including the right to alter or vary past practices not involving mandatory subjects of bargaining as University may determine to be necessary for the orderly and efficient operation of the Department as specified in this Agreement. University's failure to exercise any right hereby reserved to it or its exercising any right in a particular way shall not be deemed a waiver of its right to exercise such right, nor preclude University from exercising the same right in some other way not in conflict with the express provisions of this Agreement.

21.3 If a civil emergency is declared by the Governor or by a political subdivision of the State, the provisions of this Agreement may be suspended by University during the time of the declared emergency, provided that the wage rates and monetary fringe benefits shall not be suspended.

21.4 The Union agrees that its members shall comply with all University regulations, policies and Department SOPs, including those relating to conduct and work performance.

21.5 The parties also recognize that pursuant to the Management Rights clause of this Agreement, University has the right to amend and modify its rules, policies, and procedures and to implement reasonable rules, policies and procedures except as expressly provided in this Agreement or involving a mandatory subject of bargaining.

## **ARTICLE 22 TOTALITY OF AGREEMENT**

22.1 University and the PBA acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to present proposals with respect to any and all matters lawfully subject to collective bargaining, and that all of the understandings and agreements arrived at by University and the PBA thereby are set forth in this Agreement between the parties for its duration.

22.2 University and the PBA, during the term of this Agreement, voluntarily and unqualifiedly waive the right, and agree that the other shall not be obligated, to bargain collectively with respect to any subject or matter whether or not referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement.

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

## **ARTICLE 23 SAVINGS CLAUSE**

23.1 If any provision of this Agreement should be rendered or declared invalid, unlawful, or not enforceable

by any court action or by reason of any existing or subsequently enacted legislation; or if the appropriate governmental body having amendatory power to change a law, rule, or regulation which is in conflict with a provision of this Agreement, fails to enact or adopt an enabling amendment to make the provision effective, in accordance with Section 447.309(3), Florida Statutes; then such provision shall not be applicable, performed, or enforced, but the remaining parts or portions of this Agreement shall remain in full force and effect for the term of this Agreement.

## **ARTICLE 24 COMPLIANCE WITH REGULATIONS, POLICIES, OR DEPARTMENT SOPs**

24.1 The PBA will be advised in writing of any changes in University regulations, policies, or Department SOPs impacting terms and conditions of employment within twenty-one (21) calendar days prior to formal adoption.

24.2 The members of the bargaining unit are subject to the following University-wide policies, which may be amended from time to time, subject to applicable law.

### FIU Regulations

FIU-105 Sexual Misconduct (Title IX)

FIU-104 Nondiscrimination, Harassment and Retaliation (Title

VII) FIU-110 Expressive Activities in Outdoor Areas on Campus

FIU-111 Camping

FIU-112 Use of University Facilities

FIU-113 Smoke & Tobacco-Free Campus

FIU-115 Skateboarding, Skates, Scooter, Ripstiks, Hoverboards and Other Similar Devices and High Risk Activities on University Property

FIU-2505 Alcoholic Beverages

Access Control For University Buildings and Facilities 520.020 -

<https://policies.fiu.edu/files/816.pdf> Access to Official Personnel Records -

<http://policies.fiu.edu/files/57.pdf>

Acquisition, Assignment & Use of University Vehicles - <http://policies.fiu.edu/files/569.pdf>"

Alcoholic Beverages and Illegal Drug Possession 185.001 - <https://policies.fiu.edu/files/825.pdf>

<http://policies.fiu.edu/files/569.pdf>

Alternative Work Site - <http://policies.fiu.edu/files/19.pdf>" <http://policies.fiu.edu/files/19.pdf> Animals

in the Workplace - <http://policies.fiu.edu/files/20.pdf>" <http://policies.fiu.edu/files/20.pdf> Anonymous

Complaints - <http://policies.fiu.edu/files/23.pdf>" <http://policies.fiu.edu/files/23.pdf> Applications

Software Resources Purchasing, Licensing & Use - <https://policies.fiu.edu/files/556.pdf>"

<https://policies.fiu.edu/files/556.pdf>

Approval of Perquisites - <http://policies.fiu.edu/files/26.pdf>" <http://policies.fiu.edu/files/26.pdf>

Automated External Defibrillator (AED) policy - <https://policies.fiu.edu/files/793.pdf>"

<https://policies.fiu.edu/files/793.pdf>

Business Related Travel - <http://policies.fiu.edu/files/54.pdf>" <http://policies.fiu.edu/files/54.pdf>

Campus Law Enforcement Authority 185.002 - <https://policies.fiu.edu/files/818.pdf>

Cash Control Policy - <http://policies.fiu.edu/files/576.pdf>" <http://policies.fiu.edu/files/576.pdf>

Catastrophic Pool - <http://policies.fiu.edu/files/21.pdf>" <http://policies.fiu.edu/files/21.pdf> Children

in the Workplace - <http://policies.fiu.edu/files/42.pdf>" <http://policies.fiu.edu/files/42.pdf>

Confidentiality Agreements - <http://policies.fiu.edu/files/40.pdf>" <http://policies.fiu.edu/files/40.pdf>

Conflict of Interest - <http://policies.fiu.edu/files/106.pdf>" <http://policies.fiu.edu/files/106.pdf>

Crime Prevention Programs for Students and Employees 185.000 - <https://policies.fiu.edu/files/820.pdf>

Digital Millennium Copyright Act policy - <http://policies.fiu.edu/files/545.pdf>"

<http://policies.fiu.edu/files/545.pdf>  
Domestic Violence leave - <http://policies.fiu.edu/files/708.pdf>" <http://policies.fiu.edu/files/708.pdf>  
Dress Code - <http://policies.fiu.edu/files/36.pdf>" <http://policies.fiu.edu/files/36.pdf>  
Employee Wellness Program 1705.016 - <https://policies.fiu.edu/files/817.pdf>  
Dual Employment and Compensation - <http://policies.fiu.edu/files/35.pdf>"  
<http://policies.fiu.edu/files/35.pdf>  
Environmental Management Policy - <https://policies.fiu.edu/files/349.pdf>"  
<https://policies.fiu.edu/files/349.pdf>  
Ethics in Purchasing & Gifts - <http://policies.fiu.edu/files/598.pdf>" <http://policies.fiu.edu/files/598.pdf>  
Exit Reviews - <http://policies.fiu.edu/files/46.pdf>" <http://policies.fiu.edu/files/46.pdf>  
Extra State Compensation from Sponsored Projects for FIU personnel - <http://policies.fiu.edu/files/366.pdf>"  
<http://policies.fiu.edu/files/366.pdf>  
Firearms and Dangerous Weapons - <http://policies.fiu.edu/files/32.pdf>" <http://policies.fiu.edu/files/32.pdf>  
FIU Records - <http://policies.fiu.edu/files/732.pdf>" <http://policies.fiu.edu/files/732.pdf>  
Flexible Work Schedule (Flextime) - <http://policies.fiu.edu/files/24.pdf>" <http://policies.fiu.edu/files/24.pdf>  
FMLA, Parental, and Medical Leave - <http://policies.fiu.edu/files/28.pdf>" <http://policies.fiu.edu/files/28.pdf>  
Fraud Prevention & Mitigation policy - <http://policies.fiu.edu/files/712.pdf>"  
Gift Policy 140.131 - <https://policies.fiu.edu/files/856.pdf>  
<http://policies.fiu.edu/files/712.pdf>  
Gramm-Leach-Bliley Act: Safeguards to Protect Confidential Financial Information -  
<https://policies.fiu.edu/files/129.pdf>" <https://policies.fiu.edu/files/129.pdf>  
Preventing Identity Theft on Covered Accounts Offered or Maintained by Florida International University -  
<http://policies.fiu.edu/files/594.pdf>  
Health Insurance Portability and Accountability Act Compliance – <http://policies.fiu.edu/files/599.pdf>"  
<http://policies.fiu.edu/files/599.pdf>  
HIPAA: Sanctions for Unauthorized Uses or Disclosures of Protected Health Information  
- <http://policies.fiu.edu/files/601.pdf>  
HIPAA: Business Associates - <http://policies.fiu.edu/files/602.pdf>  
HIPAA PRIVACY: Use of Protected Health Information for Purposes of Treatment, Payment and health  
Care Operations - <http://policies.fiu.edu/files/603.pdf>  
HIPAA PRIVACY AND SECURITY: Required Education of Covered  
Workforce – <http://policies.fiu.edu/files/604.pdf>  
HIPAA PRIVACY: Obtaining Individual Authorization for Use and Disclosure of Protected Health  
Information  
- <http://policies.fiu.edu/files/606.pdf>  
HIPAA PRIVACY: Use and Disclosure of Protected Health Information for Marketing  
Purpose - <http://policies.fiu.edu/files/608.pdf>  
HIPAA PRIVACY: Using and Disclosing Protected Health Information for Fundraising  
Purposes - <http://policies.fiu.edu/files/609.pdf>  
HIPAA SECURITY: Access Controls to Systems Containing Electronic Protected Health  
Information - <http://policies.fiu.edu/files/611.pdf>  
HIPAA SECURITY: Access to Facilities Housing Electronic Protected Health Information-  
<http://policies.fiu.edu/files/612.pdf>  
HIPAA SECURITY: Authentication and Audit Controls for Electronic Protected Health  
Information - <http://policies.fiu.edu/files/613.pdf>  
HIPAA SECURITY: Duty to Report Security Incidents Involving Protected Health  
Information - <http://policies.fiu.edu/files/614.pdf>  
HIPAA SECURITY: Information Access Management for Electronic Protected Health  
Information - <http://policies.fiu.edu/files/615.pdf>  
HIPAA SECURITY: Inventory of Hardware and Software Containing Electronic Protected Health  
Information - <http://policies.fiu.edu/files/616.pdf>



HIPPA SECURITY: Responsibility for Conducting Risk Assessments with Regards to Electronic Protected Health Information - <http://policies.fiu.edu/files/618.pdf>

HIPPA SECURITY: Use and Security of Workstations with Access to Electronic Protected Health Information - <http://policies.fiu.edu/files/620.pdf>

HIPPA SECURITY: Workforce Security Regarding Protected Health Information - <http://policies.fiu.edu/files/621.pdf>

Incident Breach Reporting Policy 1930.021 - <https://policies.fiu.edu/files/862.pdf>  
<http://policies.fiu.edu/files/96.pdf>

International Travel Policy for Employee and Student 320.099 - <https://policies.fiu.edu/files/860.pdf>

Information Technology Security - <http://policies.fiu.edu/files/96.pdf>" <http://policies.fiu.edu/files/96.pdf>

Leave Pending Investigation- <http://policies.fiu.edu/files/85.pdf>" <http://policies.fiu.edu/files/85.pdf>

Mandatory Reporting of Child Abuse, Abandonment & Neglect - <http://policies.fiu.edu/files/785.pdf>"  
<http://policies.fiu.edu/files/785.pdf>

Media Policy - <http://policies.fiu.edu/files/570.pdf>" <http://policies.fiu.edu/files/570.pdf>

Military Leave - <http://policies.fiu.edu/files/82.pdf>" <http://policies.fiu.edu/files/82.pdf>

Nepotism - <http://policies.fiu.edu/files/61.pdf>" <http://policies.fiu.edu/files/61.pdf>

On Call Pay- [http://policies.fiu.edu/record\\_profile.php?id=59](http://policies.fiu.edu/record_profile.php?id=59)"  
[http://policies.fiu.edu/record\\_profile.php?id=59](http://policies.fiu.edu/record_profile.php?id=59)

Performance Excellence Process - <http://policies.fiu.edu/files/593.pdf>" <http://policies.fiu.edu/files/593.pdf>

Personal Leave of Absence Without Pay - <http://policies.fiu.edu/files/78.pdf>"  
<http://policies.fiu.edu/files/78.pdf>

Political Activity - <http://policies.fiu.edu/files/108.pdf>" <http://policies.fiu.edu/files/108.pdf>

Political Participation - <http://policies.fiu.edu/files/77.pdf>" <http://policies.fiu.edu/files/77.pdf>

Pre-Employment Requirements - <http://policies.fiu.edu/files/76.pdf>" <http://policies.fiu.edu/files/76.pdf>

Professional Development Leave - <http://policies.fiu.edu/files/75.pdf>" <http://policies.fiu.edu/files/75.pdf>

Recruitment & Selection - <http://policies.fiu.edu/files/584.pdf>" <http://policies.fiu.edu/files/584.pdf>  
<http://policies.fiu.edu/files/584.pdf>

Security and Access Policy 185.004 -  
<https://policies.fiu.edu/files/822.pdf><https://policies.fiu.edu/files/823.pdf> Security Awareness and Programs for Students and Employees 185.005 - Separations of Employment - [http://policies.fiu.edu/record\\_profile.php?id=71](http://policies.fiu.edu/record_profile.php?id=71)"  
[http://policies.fiu.edu/record\\_profile.php?id=71](http://policies.fiu.edu/record_profile.php?id=71) (pertaining solely to job abandonment)

Service Awareness and Programs for Students and Employees 185.005 –

Severe Weather/Emergency Closing - <http://policies.fiu.edu/files/325.pdf>"

Service and Emotional Support Animals on Campus 2509.002

Sex Offenders on Campus 185.006 - <https://policies.fiu.edu/files/824.pdf><http://policies.fiu.edu/files/325.pdf>

Sick Leave Pool - <http://policies.fiu.edu/files/68.pdf>" <http://policies.fiu.edu/files/68.pdf>

Solicitation, Distribution and Posting - <http://policies.fiu.edu/files/67.pdf>"  
<http://policies.fiu.edu/files/67.pdf>

Trademark Policy - <http://policies.fiu.edu/files/571.pdf>" <http://policies.fiu.edu/files/571.pdf>

Travel: University Travel Expense Policy - <http://policies.fiu.edu/files/548.pdf>"  
<http://policies.fiu.edu/files/548.pdf>

Tuition Waiver Program - <http://policies.fiu.edu/files/64.pdf>" <http://policies.fiu.edu/files/64.pdf>

University Golf Cart & Motorized Carts Safety policy - <http://policies.fiu.edu/files/781.pdf>"  
<http://policies.fiu.edu/files/781.pdf>

University Wireless Network Infrastructure - <http://policies.fiu.edu/files/590.pdf>"  
<http://policies.fiu.edu/files/590.pdf>

Workplace Violence - <http://policies.fiu.edu/files/709.pdf>" <http://policies.fiu.edu/files/709.pdf>

Works & Copyrightable materials - <http://policies.fiu.edu/files/463.pdf>" <http://policies.fiu.edu/files/463.pdf>

24.3 The University may not amend its current regulations, policies, or Department SOPS applicable to the

members of the bargaining unit if such a change would conflict with a term of this Agreement or involves a mandatory subject of bargaining. In the event a change of a regulation, policies, or Department SOP does not conflict with a provision of this Agreement or involves a mandatory subject of bargaining, but would otherwise constitute a change in terms or conditions of employment, the University shall notify the PBA as specified in this Agreement who may then request impact bargaining.

24.4 Any claim by an employee concerning the application and/or a dispute regarding a University regulations, policies, or the Department SOPs shall not be subject to the Grievance and Arbitration Procedure of this Agreement, but shall be subject to the method of review prescribed by the Neutral, Internal Resolution of Policy Disputes.

**ARTICLE 25**  
**POLICIES SPECIFICALLY**  
**APPLICABLE TO**  
**THE FIUBOT PBA LAW ENFORCEMENT BARGAINING**  
**UNIT**

25.1 The parties agree that the Article on Grievance and Arbitration Procedure is not applicable to a dispute pertaining to any policy contained within this Article. Rather, the Neutral, Internal Resolution of Policy Disputes or the Expedited Dispute Resolution Procedure for Title IX/VAWA (as applicable) shall apply to and govern such disputes.

**DISCIPLINARY ACTIONS**

Purpose:

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

Definitions:

**Oral Counseling** – defined as a discussion between the supervisor and the employee where the employee is advised and cautioned about unsatisfactory work performance and/or misconduct. Oral counseling may be documented; it does not constitute discipline.

**Written Reprimands** – defined as written documentation to the employee from the supervisor where the employee is advised and cautioned about his/her unsatisfactory work performance and/or misconduct.

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

**Suspension** - occurs when an employee is taken off duty for a day or more without pay. **Involuntary Demotion** - occurs when an employee is involuntarily subjected to a reduction-in-pay and higher

functioning duties are permanently removed resulting in the employee be placed into a lower level position.

**Involuntary Termination** – when the University involuntarily ends a bargaining unit member’s employment.

Policy:

Disciplinary actions administered to permanent status employees may be taken only for just cause. An employee who has not attained permanent status is considered a probationary employee and cannot use to the Neutral Internal Resolution of Disputes policies or any other University policy to challenge any

disciplinary action. The University is committed to the theory of progressive discipline. Based on the severity and the frequency of the offense or occurrence, disciplinary actions may take the form of written reprimands, demotions, suspensions, and termination. Based on the severity of the offense, the University reserves the right to impose discipline at any level, including immediate termination.

#### Process for Oral Counseling:

If the Chief of the FIUPD or his/her designee determines that an employee will receive an Oral Counseling as a result of his/her actions, there will be no Pre-Disciplinary Review (PDR). The matter will be handled solely by FIUPD. Oral Counseling is not considered discipline and is used to guide an employee on how to improve his/her behavior or performance through recommendations and/or advice. Oral Counseling is not subject to review by the Neutral, Internal Resolution of Disputes policy or any other review mechanism.

In the event that the Oral Counseling has been documented in writing, this document will be maintained in the employee's personnel file kept in FIUPD for a period of two (2) years. If the employee has been without discipline during the two year period, the record of Oral Counseling will be marked "no longer in effect" and shall not be used by the University in any manner, including but not limited to, progressive discipline, promotions, transfers, or as evidence in a case of subsequent discipline case. The intent of this subsection shall be that the record of Oral Counseling shall be effectively destroyed while abiding by the Florida Public Records laws precluding actual destruction. The two-year period shall run from the date of the issuance of the Oral Counseling. In the event that the employee incurs discipline during that two (2) year period, the Oral Counseling will be considered in determining the appropriate progressive discipline. Records will be retained pursuant to the Florida Department of State Library and Information Services Records Retention schedule (Retention Schedule) which may be amended from time to time. The employee may request that his/her record regarding Oral Counseling be removed from his/her file as allowed by the Retention Schedule.

#### Process for Written Reprimand:

The Chief of FIUPD or his/her designee will follow the same process used for oral counseling when issuing a written reprimand. The exceptions are that the reprimand will be in writing, is considered part of the progressive disciplinary process, and will be maintained in the employee's official personnel file. Written Reprimand is only subject to Step 1 of the Neutral, Internal Resolution of Disputes policy.

#### Process for Severe Disciplinary Actions:

If the FIUPD determines that an employee should receive some form of severe discipline, the FIUPD will conduct a Pre-Disciplinary Review (PDR) with Employee and Labor Relations Department (ELR).

When the Department and ELR have determined that an employee should receive a form of severe discipline, the affected employee will be presented with a memorandum outlining the events that support the discipline and a description of the discipline that will be imposed. The employee will be provided with all of the evidence for which a disciplinary recommendation is based a reasonable amount of time prior to the meeting. If the employee chooses to have a representative present, he/she may attend along with the employee and the employee's immediate supervisor. During the PDR, the FIUPD will present the results of any completed internal investigation, if any. A final decision will be reach in consultation with ELR.

The Neutral, Internal Resolution of Policy Disputes process is the only review process for discipline based on a violation of any University regulations, policy, or Department SOP.

Disciplinary Records. If an employee has received a written reprimand, suspension, and/or demotion, the documentation of this discipline will be maintained in the employee's official personnel file for a period of two (2) years. If the employee has been without discipline during this two (2) year period, the disciplinary record will be marked "no longer in effect" and shall not be used by the University in any manner, including but not limited to, progressive discipline, promotions, transfers, or as evidence in a case of subsequent discipline case. The intent of this subsection shall be that the disciplinary record shall be effectively destroyed while abiding by the Florida Public Records laws precluding actual destruction. The two (2) year period shall run from the date of the issuance of the disciplinary record. In the event that the employee incurs discipline during that two (2) year period, the prior disciplinary record will be considered in determining the appropriate progressive discipline. Records will be retained pursuant to the Florida Department of State Library and Information Services Records Retention schedule (Retention Schedule) which may be amended from time to time. The employee may request that his/her record regarding discipline be removed from his/her file as allowed by the Retention Schedule after the expiration of the two- year period described in this section.

## **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 may be granted in situations where operational necessity 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)

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 operational necessity and upon notice to the employee. Decisions regarding whether to approve or terminate a compressed work schedule are not subject to any review process (e.g., the Neutral Internal Resolution of Dispute Policy).

## **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.

Bargaining unit employees shall receive hour for hour holiday pay for all hours worked on a holiday. Employees shall receive holiday pay consistent with their regularly scheduled shift length for holidays falling on their regularly rescheduled day off. Any employee who is in non-pay status for the entire day before a holiday shall not be eligible to receive payment for the holiday.

Workloads, emergency conditions, or certain critical staff may be required to work on a holiday.

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

## **OPERATING HOURS**

Purpose: To establish the standard operating hours for the FIUPD.

Policy:

The standard workweek shall be forty (40) hours. All certified law enforcement officers shall work

eight (8) hours for five (5) days unless on an authorized compressed work schedule.

## NEUTRAL INTERNAL RESOLUTION OF DISPUTES

### Purpose:

To establish and maintain the sole process for resolving disputes concerning BOT-PBA regulations, University regulations, policies, or Department SOPs, and applicable University Policies that impact the terms and conditions of employment of the PBA unit members (the Policy or Policies). The Neutral, Internal Resolution of Policy Dispute Procedure covers any discipline involving a written reprimand, suspension, involuntary 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 other review mechanism including the Grievance and Arbitration Procedure, and any complaint that is or has already been filed over the same matter (i.e., the same act or omission) will be dismissed with no further obligation to consider the complaint.

Under no circumstances can an employee avail him/herself of both the Grievance and Arbitration Procedure and the Neutral Internal Resolution of Disputes Policy to resolve a dispute as each procedure is applicable to and govern different sets of facts and circumstances and is applicable, per terms of this Agreement, to different types of disputes.

#### 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). The PBA may file a complaint in a dispute over a provision of a Policy that confers rights upon a group of employees or upon the PBA.

(c) Complaint Forms. The "complaint forms" constitute the Complaint (the "Step 1 form") and Notice of Demand for Internal Policy Dispute Resolution by a Panel (the "Step 2 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.

#### 4. Burden of Proof

In all complaints, except disciplinary complaints in accordance with the BOT-PBA Policy on Disciplinary Actions, the burden of proof shall be on the complainant. In disciplinary complaints, the burden of proof shall be on the University.

#### 5. Representation.

The PBA may elect to represent an employee in a complaint filed hereunder, or an employee may elect self-representation or to be represented to be by another representative not from the PBA. If an employee elects not to be represented by the PBA and has notified the University, the University shall promptly inform (i.e., within seven (7) days) the PBA 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, the PBA shall have the right to be present at all meetings called for the purpose of discussing such complaints among parties and shall be sent copies of all decisions at the same time as they are sent to the other parties.

#### 6. Complaint Representatives.

The PBA shall annually (i.e., on or before July 1st) furnish to the University a list of all persons authorized to act as complaint representatives and shall update the list as needed. The PBA will provide the University with written notice of an amended list. The PBA complaint representatives 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 the Chief of the FIUPD or his/her designee, 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 PBA 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 appropriate supervisor for the performance of the employee's duties. Approval of such arrangements shall not be unreasonably withheld. Time spent in such activities outside scheduled hours shall not be counted as time worked.

8. Time Limits; Date of Receipt.

(a) All time limits in this Policy may be extended by mutual agreement of the parties in writing. For the purpose of determining deadlines for actions as set forth in this Policy, the parties agree that, if said deadline falls on a weekend or University recognized holiday, the deadline for said action shall be on the following business day. Mutual agreement may be evidenced by e-mail exchanges. Upon the failure of the complainant or the PBA, 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 without further appeal.

(b) The date of receipt shall not be included in the count of days. Compliance with any time limit under this Policy shall be determined by the date-stamped receipt executed by the office receiving the complaint or the person receiving the decision. If there is difficulty in meeting any time limit in Step 1 or Step 2, a representative may sign such documents for the complainant, however, complainant's signature shall be provided prior to the Step 2 panel hearing.

PROCEDURES:

1. Informal Resolution Process

The parties strongly encourage the informal resolution of issues that may be complaints under this policy. The complainant may (but is not required to) attempt to resolve his/her complaint with the Chief of the FIUPD or his/her designee. Discussions will be informal for the purpose of settling differences in the simplest and most effective manner. Should the complainant wish to pursue an informal resolution of a complaint, he/she must request a meeting with the Chief or designee within five (5) days from the act or omission giving rise to the complaint or the date on which the complainant knew or should reasonably have known of such act or omission if that date is later. The Chief or designee will respond with a meeting date and time within five (5) days of the request. If the Chief or designee determines that the Department action should be changed, the Chief or designee will offer the change to the complainant. If the complainant accepts the change, the matter will be considered resolved and there will be no further review. If the Chief or designee determines that the Department action was appropriate or the complainant does not accept the modification offer, the complainant will be informed that he/she can choose to use the Step 1 review process; the Department action will be unchanged. If the complainant chooses to appeal the Department action by initiating the Step process, all parties agree that no one will mention any details about the informal resolution process at Step 1 or Step 2.

2. Step 1.

(a) Filing. If the complaint has not been satisfactorily resolved through the informal resolution process or if the complainant has chosen to not use the informal resolution process but wants to file a complaint, the complainant or the PBA may file Step 1 by filing a fully executed Step 1 form (attached). The Step 1 form must be filed with the Vice President of Human Resources or designee within ten (10) days of conclusion of the informal resolution process if used or within ten (10) days from the act or omission giving rise to the complaint or the date on which the



employee knew or should reasonably have known of such act or omission if the complainant did not use the informal process.

(b) Meeting. The Senior Vice President for Human Resources or designee shall investigate the alleged complaint and shall, within fifteen (15) days or other mutually agreeable date following the receipt of the written complaint, conduct a meeting between the Senior Vice President for Human Resources or designee, other University representatives as necessary, the complainant and/or the complainant's Union representative. Any party bringing legal counsel to the Step 1 meeting shall provide at least five (5) days' advance written notice to all other parties before the Step 1 meeting. The parties present at the Step 1 meeting shall discuss the complaint. At the Step 1 meeting, the complainant shall have the right to present any evidence in support of the complaint.

(1) Documents. In advance of the Step 1 meeting, the complainant shall have the right, upon written request to the Senior Vice President of Human Resources or designee, to a copy of any identifiable documents relevant to the complaint.

(2) Decision. The Senior 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 the PBA. Failure of the Senior 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 2 except as provided otherwise in this section. If the University fails to provide a Step 1 decision within the time limits provided in this Policy due to a University-caused delay, the University shall pay all costs of the Step 2 process should the PBA elect to take the complaint to that step.

### 3. Step 2. Neutral, Internal Resolution of Policy Disputes by a Panel

(a) Filing. If the complaint has not been satisfactorily resolved at Step 1 or the Senior Vice President of Human Resources or designee has failed to respond within the Step 1 deadlines, PBA may proceed to Step 2 by filing a fully executed Step 2 form (attached). The Step 2 form must be filed with the Vice President of Human Resources or designee within seven (7) days after receipt of the Step 1 decision by the complainant, the complainant's representative, and the PBA or when the decision was due in the Step 1 process. The complaint may be withdrawn by the complainant at any point prior to issuance of the Panel's decision by providing written notification to the Vice President of Human Resources or designee. In complaints alleging a violation of BOT-PBA regulations, University regulations, policies, and/or Department SOPs that involve mandatory subjects of bargaining as defined by the Public Employees Relations Commission, a self-represented complainant, or a complainant represented by a non-PBA representative, must obtain written approval from the PBA prior to proceeding to Step 2. In these cases, the PBA also has the option of taking over representation of the complaint.

(b) Selection of the Panel Members. Within seven (7) days after receipt of the Step 2 form, representatives of the University and the PBA shall designate their members to the Panel using the method described below.

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

(2) The PBA President or designee shall appoint one (1) member of the Panel who shall be a current or former law enforcement officer certified in the State of Florida.

(3) The third member of the Panel shall be a professional mediator or arbitrator selected off a list of seven (7) names provided by the AAA utilizing an alternate striking method with the University striking first. The parties will strike within seven (7) days upon the last party's receipt of the list.

(c) 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.

(d) Authority of the Panel.

(1) Unless the parties agree in writing to the contrary, only one complaint may be submitted to the Panel at any one hearing.

(2) 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. The 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 to it 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 sixty (60) days prior to the date the complaint was originally filed under this Policy.

(e) Conduct of The 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 Panel shall determine the issue.

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, and except where prohibited by law, 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 AAA.

(f) Effect of Decision.

The decision or award of the Panel shall be final and binding upon the University, the PBA, and the complainant provided that any party may appeal to an appropriate court of law a decision claiming that the Panel decision 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.

(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 University and the PBA unless an employee is self-represented or represented by a non-PBA representative, in which case the employee and the University shall be responsible for all fees and expenses associated with the Panel. The University and the PBA shall bear its respective cost of preparing and presenting its own case. If the employee is self-represented or represented by a non-PBA representative, then he/she shall bear the cost of preparing and presenting his/her own case. Expenses of obtaining a hearing room, if any, shall be equally divided between the University and the PBA (or the employee if he/she is self-represented or represented by a non-PBA representative). The cost of the written transcript, if requested by both parties to a complaint (the University and either the PBA or employee if self-represented or represented by a non-PBA representative), will be shared by both parties.

(j) The PBA may abandon or settle a complaint.

(k) The PBA shall have only one opportunity to amend or supplement the complaint. No complaint can be amended or supplemented after Step 1.

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, including email. An e-mail is an acceptable form of delivery unless otherwise noted in this Policy.

(b) Precedent.

No complaint informally resolved or by using the Neutral, Internal Resolution of Policy Disputes this Policy Dispute Resolution Process shall constitute a precedent for any purpose unless agreed to in writing by the University Senior Vice President of Human Resources or designee, the complainant, complainant's representative if different from the PBA, and/or PBA.

(c) Reprisal.

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

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 Chief or his/her designee by that date or the complainant chose not to use the informal resolution process, the dispute shall be heard at Step 1 by the Senior Vice President of Human Resources or designee no more than seven (7) days after a request for a Step 1 review has been filed. The Senior Vice President of Human Resources or designee shall issue a Step 1 decision no more than three (3) days after the Step 1 meeting. A request for resolution by the Step 2 Panel shall be filed with the Senior Vice President of Human Resources or designee within seven (7) days after receipt of the Step 1 decision. The Step 2 Panel shall be selected using the same process as for Step 2 but no more than seven (7) days after a request for a resolution by a Neutral Panelist is received. The Step 2 Panel will hold a hearing within seven (7) days after being selected. The Step 2 Panel shall issue a memorandum of decision within seven (7) days following the conclusion of the Step 2 hearing to be followed by a written opinion and award in accordance with the provisions of this Policy.

(b) All other provisions of this Policy shall apply to these complaints except as noted above.

## **PERMANENT STATUS FOR CERTIFIED LAW ENFORCEMENT PERSONNEL**

### **Purpose:**

To define permanent status for employees in a certified law enforcement personnel class.

### **Policy:**

Certified law enforcement personnel earn "permanent status" in a class after successfully completing the probationary period for that class. Permanent status provides the employee with the right to appeal any severe disciplinary action while serving in the class. Until the newly hired law enforcement officer achieves permanent status, the employee serves a probationary period. If the University separates the newly hired employee during his/her probationary period, he/she is not entitled to any review of the decision under the Neutral Internal Resolution of Disputes policy or any other University policy.

The standard probationary period for all certified law enforcement personnel shall be twelve (12) months from either the date of hire or date of certification as a State of Florida Law Enforcement Officer, whichever is later, for new law enforcement personnel. The standard probationary period shall be twelve (12) months from the date of promotion for newly promoted certified law enforcement personnel. The Chief or his/her designee retains the discretion to extend any probationary period.

Prior to the expiration of the probationary period, the Chief of University Police will make a decision regarding retention of the certified law enforcement employee in a permanent status position. The failure of a certified law enforcement employee to pass or complete probation shall not be appealable to any authority; however, an employee who fails to pass a promotional probation period will be returned to their prior position with appropriate reduction in salary.

## **RESTRICTED LEAVE**

### **STATEMENT**

It is the policy of the Florida International University Police Department (FIUPD) to provide effective and efficient police services to the community. Safety is paramount, and the FIUPD will use all resources in the most prudent manner to accomplish its core mission of service and security. There are times or events when the effective, efficient and safe operations of the department require the restriction of leave, including but not limited to, scheduled days off. All factors will be taken into consideration when restricting leave, including but not limited to, officer safety, safety of the community, efficient and effective police operations. Restricting leave will never be used punitively and will be implemented strictly, when operational necessity demands it.

The FIUPD may restrict leave during emergencies or events that require all personnel be on-duty to provide effective and efficient police services. Restricted leave may be for the following pre-planned events or unplanned emergencies, such as but not limited to:

1. Commencement;
2. New Semester Traffic;
3. Convocation;
4. Dignitary Event;
5. Inclement Weather;
6. Catastrophic Incident;
7. Special Operations.

The Chief of Police or designee will have the discretion to restrict leave for all or specific units within the department.

Command staff shall make every reasonable effort to provide four (4) weeks' notice before restricting leave. In some cases, such as a catastrophic event, leave may need to be restricted with little or no warning.

1. Leave will be honored if requested and approved prior to the restriction announcement. (Please also see FIUPD SOP 1-7, Emergency Mobilization).

### **Sick Time Usage**

1. Personnel using sick leave during a period when leave has been restricted will be required to bring a note from a physician confirming the employee was ill and unable to come to work. The nature of the illness should not be included in the note.
2. Personnel not in compliance with the above requirement may be subject to disciplinary action, including but not limited to termination.

### **REASON**

To establish a policy to provide Florida International University Police Department (FIUPD) personnel guidance on restricted leave.

## SENIORITY

- A. Seniority shall be defined as continuous paid service within the job classification, provided, however, that any unauthorized absence for three (3) or more consecutive work days shall be considered a break in service. Seniority shall be computed from the date of appointment. In the event that an employee who has been promoted into a higher grade is subsequently demoted and/or returns to a lower grade, the accrued seniority in the higher grade will be added to the previously earned seniority in the lower grade. Seniority shall accumulate during absence because of illness, injury, vacation, military leave or other authorized paid leave. Employees on authorized unpaid leave shall not lose previously accrued seniority, but shall not accumulate seniority during an unpaid leave of more than eighty (80) hours.
- B. Seniority shall be the primary consideration regarding shift assignment, days off, and equipment assignment unless there is an operational need within the Department including, but not limited to, an emergency. Employees will be given fourteen (14) days' notice prior to any transfer resulting in a change of campus site (i.e., the Modesto Maidique Campus, the Biscayne Bay Campus), shift times, or days off. The employee may waive the notice period if he/she so desires.

Provided the operational needs of the department are met, seniority will be the primary factor in determining vacation leave. However, an employee who has been approved for leave by a supervisor will not have that leave involuntarily cancelled due to an employee with greater seniority requesting the same leave dates after the aforementioned employee has been granted approval for the leave. For purposes of this policy, vacation leave is defined as leave of two (2) consecutive work days or more. Employees may request vacation leave at any time. The scheduling of such leave is within the approval and at the discretion of the Chief or his/her designee. Such approval shall not be arbitrarily withheld. Requests for vacation leave will be approved or disapproved within a reasonable time. The parties recognize the necessity of controlling the number of employees on vacation at any given time and agree that FIU has the authority to maintain a workforce adequate to meet the objectives of the Chief and FIU.

- C. In the event of a vacancy in any division or unit (not a promotional vacancy), seniority will be considered.
- D. The University shall maintain a roster of employees arranged by job classification, according to seniority showing name, position class and seniority date.
- E. Shift bidding for location, shift time, and days off shall occur three (3) times a year in accordance with seniority. A proposed schedule with the allotted location, duty hours, and days off shall be posted, and bargaining unit members must submit their bid preferences within fifteen (15) calendar days thereafter whenever practicable. The University will then post the shift schedule twenty (20) calendar days prior to the shift change whenever practicable.
- F. The Chief of the University Police Department or his/her designee retains the discretion to assign an employee to any University location based on operational necessity and shall not be utilized as disciplinary action.

**ARTICLE 26 DURATION  
OF AGREEMENT**

The term of this Agreement shall be from July 1, ~~2021~~ 2024 through June 30, ~~2024-2027~~ and the Agreement shall be effective as of the date of ratification.

**FOR THE FLORIDA  
INTERNATIONAL UNIVERSITY  
ASSOCIATION BOARD OF TRUSTEES**

**FOR THE SOUTH FLORIDA POLICE  
BENEVOLENT**

\_\_\_\_\_  
Rogelio Tovar, Chairperson

\_\_\_\_\_  
Steadman Stahl, PBA President

\_\_\_\_\_  
Kenneth Jessell, University President

\_\_\_\_\_  
Michael Mattimore, Chief Negotiator

\_\_\_\_\_  
Brendan M. Coyle, Chief Negotiator

\_\_\_\_\_  
Liz Marston, Deputy General Counsel

\_\_\_\_\_  
Daniel Vazquez, PBA Counsel

\_\_\_\_\_  
Alexander Casas, Chief of Police

\_\_\_\_\_  
PBA Representative

\_\_\_\_\_  
El pagnier Hudson, Senior VP Human Resources

\_\_\_\_\_  
PBA Representative

Date ratified by the PBA: \_\_\_\_\_

Date ratified by the Board of Trustees: \_\_\_\_\_



September 27, 2024

**Subject: Ratification of the 2024-2027 Collective Bargaining Agreement between the Florida International University Board of Trustees and the South Florida Police Benevolent Association (*Lieutenants Unit*)**

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**Proposed Action:**

Ratification of the 2024-2027 Collective Bargaining Agreement between the Florida International University Board of Trustees (BOT) and the South Florida Police Benevolent Association (Lieutenants Unit) (PBA).

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**Background Information:**

Representatives of the BOT and the PBA have engaged in collective bargaining and reached an agreement on the terms of the 2024-2027 BOT-PBA (Lieutenants Unit) Collective Bargaining Agreement for a term commencing on the date of ratification and running through June 30, 2027. Lieutenants Unit ratification vote will be on September 25, 2024.

Florida Board of Governors Regulation 1.001(5)(c) 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.

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**Supporting Documentation:** Term Sheet | Summary

2024-2027 Collective Bargaining Agreement between the Florida International University Board of Trustees and the South Florida Police Benevolent Association (Lieutenants Unit)

**Facilitator/Presenter:** Roger Tovar, *Chair, FIU Board of Trustees*



TERM SHEET FOR THE 2024-2027 COLLECTIVE BARGAINING AGREEMENT BETWEEN  
THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES AND THE SOUTH  
FLORIDA POLICE BENEVOLENT ASSOCIATION LIEUTENANTS (UNIT)

ARTICLE	CHANGE																					
Preamble	Updated the name of the bargaining unit representative to South Florida Police Benevolent Association (PBA)																					
Article 6.4D	Amended to reflect that the bargaining unit member with an assigned vehicle is permitted to use it for de minimis personal errands																					
Article 6.6	Added this Article which requires the University to offer to pay for an entire body scan every two (2) years																					
Article 10(A) Police Officers	<p>Made changes to the salary levels to address retention efforts. Included a market adjustment effective upon ratification and retroactive to the first full pay period after July 1, 2024:</p> <table border="0" data-bbox="634 877 1438 1121"> <thead> <tr> <th style="text-align: left;"><u>Rank:</u></th> <th style="text-align: left;"><u>Former Salary:</u></th> <th style="text-align: left;"><u>New Market Rate:</u></th> </tr> </thead> <tbody> <tr> <td>LT 1</td> <td>\$82,500.00</td> <td>\$91,500.00</td> </tr> <tr> <td>LT 2</td> <td>\$86,625.25</td> <td>\$95,625.25</td> </tr> <tr> <td>LT 3</td> <td>\$90,956.25</td> <td>\$99,956.25</td> </tr> <tr> <td>LT 4</td> <td>\$95,504.07</td> <td>\$104,504.07</td> </tr> <tr> <td>LT 5</td> <td>\$100,279.27</td> <td>\$109,279.27</td> </tr> <tr> <td>LT 6</td> <td>New</td> <td>\$111,779.27</td> </tr> </tbody> </table>	<u>Rank:</u>	<u>Former Salary:</u>	<u>New Market Rate:</u>	LT 1	\$82,500.00	\$91,500.00	LT 2	\$86,625.25	\$95,625.25	LT 3	\$90,956.25	\$99,956.25	LT 4	\$95,504.07	\$104,504.07	LT 5	\$100,279.27	\$109,279.27	LT 6	New	\$111,779.27
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Article 10.7 Sworn Law Enforcement Certification	The Sworn Law Enforcement Certification will increase from five percent (5%) to seven- and one-half percent (7.5%) retroact to the first full pay period in July 2024 following ratification.																					
Article 10.9 Fiscal Year 2026-2027	All bargaining members will receive a one-time lump sum bonus of \$2,000 on first full pay period July 2026.																					
Article 27 Duration of the Agreement	The CBA shall be effective from July 1, 2024 through June 30, 2027.																					

**COLLECTIVE BARGAINING  
AGREEMENT**

**between**

**THE FLORIDA INTERNATIONAL  
UNIVERSITY BOARD OF TRUSTEES**

**and the**

**~~DADE COUNTY~~ SOUTH FLORIDA POLICE  
BENEVOLENT ASSOCIATION LIEUTENANTS  
LAW ENFORCEMENT BARGAINING  
UNIT**

**~~2021-2024~~  
2024-2027**

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## **PREAMBLE**

THIS AGREEMENT is between The Florida International University Board of Trustees (hereinafter referred to as the University or the Employer), and the ~~Dade County~~ South Florida Police Benevolent Association (hereinafter referred to as the PBA LTS or the Union) representing the employees in the Law Enforcement Lieutenants Bargaining Unit (PBA LTS). It is recognized by the University and the PBA LTS that the public policy of the State and the purpose of Part II, Chapter 447, Florida Statutes, is to provide statutory implementation of Section 6, Article 1 of the Constitution of the State of Florida, and to promote harmonious and cooperative relationships between public employers and its employees, both collectively and individually, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of the public employer. It is further recognized by the University and the PBA LTS that terms and conditions of employment of employees are contained in this Agreement and in the University Regulations, Policies, and Department SOPs.

Further, this Agreement defines the Employer's obligations to the Union and members of the bargaining unit, thus avoiding disputes due to misunderstandings, as well as by providing a procedure for the resolution of any claims that the Agreement has been violated. Finally, both parties recognize that the above language is a statement of intent and, therefore, not subject to the grievance procedure as outlined in Article 4.

## **ARTICLE 1 RECOGNITION**

1.1 The University recognizes the PBA LTS as the exclusive collective bargaining representative of the bargaining unit certified by the Public Employees Relations Commission in Case RC-2005-040 which includes all sworn full time law enforcement lieutenants in the FIU Police Department (hereinafter referred to as FIUPD).

1.2 University will not be called upon to recognize the PBA LTS as agent for any of its employees other than those included in the certified unit mentioned above in the absence of a new PERC certification. When any new job classification is created, University will notify the Union. Any dispute as to an individual employee's status or any new classification status as being included or excluded from the bargaining unit will be resolvable through normal legal procedures, and not through the contractual grievance procedure.

## **ARTICLE 2 DEFINITIONS**

The terms used in this Agreement are defined as follows:

- “Administration” means Florida International University acting through its President and staff.
- "Bargaining unit" means those employees, collectively, represented for collective bargaining purposes by the Dade County Police Benevolent Association.
- "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 and staff.
- “Chief” means the Chief of the University Police Department.
- “Days” means business days unless otherwise noted.
- “Department” means the University Police Department.
- “Employee” means a member of the bargaining unit as it is described in Article 1.
- “Grievance” means a dispute, claim, or complaint that any employee or the Union may have as to the interpretation, application, and/or alleged violation of provision(s) of this Agreement which is subject to the Grievance and Arbitration Procedure.
- “Employee Representative” means an FIUPD employee who has been chosen by the PBA LTS to act as the PBA LTS representative.
- “PBA LTS” or the “Union” means the Dade County Police Benevolent Association that is the exclusive collective bargaining representative of the bargaining unit certified by the Public Employees Relations Commission in Case RC-2005-040 which includes all sworn full time law enforcement lieutenants in the FIUPD.
- “President” means the President of FIU or his/her designee.
- “Department SOPs” means the Department's standard operating procedures.
- “Specialized Units” means those units that the Chief of FIUPD or his/her designee has designated which are assigned duties beyond that of a patrol officer, which require a degree of training, familiarity, and/or orientation necessary to fulfill said assignment, and where the assignment to the unit is a primary duty. Examples include, but are not limited to, Investigations unit, Housing unit, Community Policing unit, K-9 unit, and Pedestrian and Traffic Safety unit.
- "Supervisor" means an individual identified by the President as having immediate administrative authority over bargaining unit employees.
- "University" or “FIU” means Florida International University Board of Trustees, acting through the

President and staff.

- “Operational Necessity or Operational Need” means a legitimate business purpose as determined by the Chief of the FIUPD or his/her designee that justifies an employment practice as valid and necessary for the effective achievement of the FIUPD’s objectives and the safe and efficient operation of the FIUPD.
- “University Policy(ies)” means those statements of policy, establishing principles as a basis and guide for later action, and articulating the University’s official statements on issues it deems important to the governance of the University.
- “University Regulation(s)” means those regulations that the Florida International University Board of Trustees have promulgated.

**ARTICLE 3  
EMPLOYEE REPRESENTATION AND PBA LTS  
ACTIVITIES**

**3.1 Designation and Selection of Representatives**

A. The PBA LTS shall furnish to the University a list of Employee Representatives who are designated to assist in processing Grievances every year on or about July 1st. This list shall include the name, work address and work telephone number of each Employee Representative. The University will not recognize any person as an Employee Representative whose name does not appear on the list. This list may be amended as new representatives are designated by the PBA LTS with written notice to the University.

B. A total of three (3) employees may be designated to serve as Employee Representatives; however, University will only be required to deal with one designated Employee Representative, unless mutually agreed to otherwise. Written notification will be sent to the Chief of Police with the names of the employee representatives and any successors.

**3.2 Representative Access.** The PBA LTS bargaining unit shall have the right to use University facilities for meetings on the same basis as they are available to other University related organizations.

**3.3 Consultation.**

A. The Chief of the FIUPD or his/her designee shall meet with PBA LTS, or its Employee Representatives, to discuss matters pertinent to the implementation or administration of the Agreement or any other mutually agreeable matters. The University and the PBA LTS understand and agree that such meetings may be used to resolve problems regarding the implementation and administration of the Agreement; however, such meetings shall not constitute or be used for the purpose of collective bargaining.

B. If a consultation meeting, as described above is held or requires reasonable travel time during the working hours of any employee participant, such participant shall be excused for that purpose.

Attendance at a consultation meeting scheduled outside of regular working hours shall not be deemed time worked.

#### 3.4 Employee Information and Rules Provided.

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

#### 3.5 Negotiations.

##### A. Parties and Location.

- (1) The PBA LTS agrees that all collective bargaining is to be conducted with University representatives designated for that purpose by the President. There shall be no negotiations by the PBA LTS at any other level.
- (2) The University agrees that all collective bargaining is to be conducted with PBA LTS representative(s) designated for that purpose. There shall be no negotiations by the University at any other level.
- (3) Negotiations shall be held in Miami-Dade County, Florida, unless all parties agree to another location.

B. Negotiation Committee. The PBA-LTS. may designate in writing no more than three (3) employees to serve on its Negotiation Committee and not more than two (2) employees to serve as alternates for Committee members who are unable to attend a negotiation session. For each round of negotiations, administrative leave shall be granted to the Committee members for the purpose of attending the negotiations. Committee members shall not be reimbursed by the University for travel, meals, lodging or any other expense incurred in connection with attendance at the negotiating sessions. Written notification will be sent to the Chief of Police with the names of the employee representatives and any successors.

#### 3.6 Bulletin Boards

The University shall provide bulletin boards at the Police Stations at both the Modesto A. Maidique Campus and the Biscayne Bay Campus, along with access to the bargaining unit members' email addresses, for the sole use of the PBA-LTS. to post materials of interest to bargaining unit members. The Bulletin boards shall be placed in an accessible location to bargaining unit employees within the respective police stations and shall be no smaller than two feet by three feet. All materials placed on the designated bulletin boards shall bear the date of posting. Material posted on the bulletin board or sent via email shall be limited to



documents informing the employees of the collective bargaining process or contract administration, union business, or general law enforcement topics. Derogatory material or political election material is not permitted.

#### **ARTICLE 4 GRIEVANCE AND ARBITRATION PROCEDURE**

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 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 by the date-stamped receipt executed by the office receiving the grievance or the person receiving the decision.

4.3 The commencement of legal proceedings against University in a court of law or equity, or before the Public Employee Relations Commission, for misapplication or misinterpretation of the terms of this Agreement, shall be deemed an election of remedy and shall be a waiver by the party commencing the proceeding of its/their right to resort to the Grievance and Arbitration Procedure contained in this Article and any other review mechanism including the Neutral Internal Resolution of Dispute Policy and any grievance that is or has already been filed over the same matter (i.e., the same act or omission) will be dismissed with no further obligation to consider the grievance.

4.4 Under no circumstances can an employee avail him/herself of both Grievance and Arbitration Procedure and the Neutral Internal Resolution of Disputes Policy to resolve a dispute as each procedure is applicable to and governs different sets of facts and circumstances and is applicable, per terms of this Agreement, to different types of disputes.

4.5 Grievances shall be processed in accordance with the following procedures:

A. **INFORMAL RESOLUTION.** The parties strongly encourage the informal resolution of issues that may be grievances. The grievant may (but is not required to) attempt to resolve his/her grievance

with the Chief of FIUPD or his/her designee. Discussions will be informal for the purpose of settling differences in the simplest and most effective manner. Should the grievant wish to pursue an information resolution of a grievance, he/she must request a meeting with the Chief of the FIUPD or his/her designee within five (5) days from the act or omission given rise to the grievance or the date on which the grievant or should reasonably have known of such act or omission if that date is later. The Chief of FIUPD or his/her designee will respond with a meeting date and time within five (5) days of the request. If the Chief of the FIUPD or his/her designee determines that the Department action should be changed, the Chief or designee will offer the change to the grievant. If the grievant accepts the change, the matter will be considered resolved and there will be no further review. If the Chief of the FIUPD or his/her designee determines that the Department action was appropriate or the grievant does not accept the modification offer, the grievant will be informed that he/she can choose to use the Step I review process: the Department action will be unchanged. If the grievant chooses to appeal the Department action by initiating the Step process, all parties agree that no one will mention any details about the informal resolution process at Step I or Step II.

B. STEP I:

(1) Filing. If the grievance has not been satisfactorily resolved through the informal resolution process or if the grievant has chosen not to use the informal resolution process but wants to file a grievance, the grievant or the PBA LTS may file Step I by filing a fully executed Step I form which is attached. The Step I form must be filed with the Senior Vice President of Human Resources or designee within ten (10) days of conclusion of the informal resolution process if used or within ten (10) days of the date on which the employee knew or reasonably should have known of such act or omission if the grievant did not use the informal process.

(2) Meeting. The Senior Vice President for Human Resources or designee shall investigate the alleged grievance and shall, within fifteen (15) days or other mutually agreeable date of receipt of the written grievance, conduct a meeting between the Senior Vice President for Human Resources or designee, other University representatives as necessary, the grievant and/or the grievant's representative. The parties present at the Step I meeting shall discuss the grievance. Any party bringing legal counsel to the Step I meeting shall provide at least five (5) days' advance written notice to all other parties before the Step I meeting. At the Step I meeting, the grievant shall have the right to present any evidence in support of the grievance.

(a) Documents. In advance of the Step I meeting, the grievant shall have the right, upon written request to the Senior Vice President of Human Resources or designee, to a copy of any identifiable documents relevant to the grievance.

(b) Decision. The Senior Vice President for Human Resources or designee shall notify the grievant of a decision in writing no later than seven (7) days following the meeting. A copy of the decision shall be sent to the grievant, the grievant's representative and the PBA LTS. Failure of the Senior 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 2. If the University fails to provide a Step I decision within the time

limits provided in this Article due to a University-caused delay, the University shall pay all costs of the Step 2 process should the PBA LTS elect to take the grievance to that step.

C. STEP 2: If a grievance has not been satisfactorily resolved at Step 1, or if the Senior Vice President of Human Resources or designee has failed to respond within the Step 1 deadlines, the PBA LTS may proceed to Step 2 by filing a fully executed Step 2 form which is attached. The Step 2 form must be filed with the Senior Vice President of Human Resources or designee within seven (7) days after receipt of the Step 1 decision by the grievant, the grievant's representative, and the PBA LTS, or when the decision was due in the Step 1 process. The grievance may be withdrawn by the PBA LTS at any point prior to issuance of the Arbitrator's decision by providing written notification to the Senior Vice President of Human Resources or designee.

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

- A. The party requesting arbitration shall, concurrently with its filing of the Step 2 form, notify the American Arbitration Association (AAA) of the filing of the grievance and request a list of seven (7) arbitrators sent to each party.
- B. Within seven (7) days of when the last party receives the list from the AAA, the parties shall meet to select an arbitrator. Each party shall alternatively strike arbitrators from the list until one remains with a coin toss used to determine which party strikes first. The party requesting arbitration shall notify AAA of the party's selection.

(2) Authority of the Arbitrator.

- A. Unless the parties agree in writing to the contrary, only one grievance may be submitted to the arbitrator at any one hearing.
- B. The arbitrator shall not add to, subtract from, modify, ignore, or alter the terms or provisions of this Agreement, or the provisions of applicable law, rules, or regulations having the force and effect of law. The arbitrator shall not have the power to limit or interfere in any way with the powers, duties, and responsibilities of the University under applicable law, rules, and regulations having the force and effect of law. The arbitrator shall be confined solely to the application and/or interpretation of the Agreement and the precise issue(s) submitted for arbitration. The arbitrator shall determine each dispute in accordance with the terms of this Agreement and in accord with a "Submission

Agreement," if one can be agreed to. If there is no Submission Agreement, then the arbitrator will rely on the grievances as written under Step 1 of this Agreement.

- C. Where a University official has made a judgment involving the exercise of discretion, the arbitrator shall not substitute its judgment for that of the University official. Nor shall the arbitrator review such decision except for the purpose of determining whether the decision has violated the Agreement.
- D. The Hearing. The arbitrator shall hold the hearing in Miami-Dade County unless otherwise agreed by the parties. The hearing shall commence within sixty (60) days of the arbitrator's acceptance of selection, or as soon thereafter as is practicable. The parties shall stipulate to the issue(s) prior to the hearing before the arbitrator. If the parties are unable to stipulate to the issue(s) prior to such hearing, the parties shall proceed to a hearing on applicability of this procedure based on either procedural or substantive concerns ("applicability"). Issues of applicability shall be bifurcated from the substantive issues and, whenever possible, determined by means of a hearing conducted by conference call. The arbitrator shall have ten (10) days from the hearing on applicability to render a decision on the applicability issues. If the process is judged to be applicable to the complaint, the arbitrator shall then proceed to hear the substantive issue(s) in accordance with the provisions of this Agreement.
- E. The arbitrator shall rule on arbitrability before issuing a decision on the merits. If a lawsuit is filed over arbitrability, the arbitration shall not commence until the lawsuit has terminated in the trial court. If the grievance was found to be arbitrable, then the grievance would be assigned to another arbitrator using the same process as used for selecting the first arbitrator.
- F. The arbitrator shall issue the decision within thirty (30) days of the close of the hearing on the substantive issue(s) or the submission of briefs, whichever is later, unless additional time is agreed to by the parties in writing. The decision shall be in writing and shall set forth findings of fact, reasoning, and conclusions on the issues submitted. Except as expressly specified in this Article, the provisions of the Florida Arbitration Code, Chapter 682, Florida Statutes, shall not apply. Except as modified by the provisions of this Article, the arbitration proceeding shall be conducted in accordance with the Labor Arbitration Rules and Procedures of the American Arbitration Association.
- G. In rendering its decision, the arbitrator shall refrain from issuing any statements of opinion

or conclusions not essential to the determination of whether the act or event giving rise to the grievance violated a provision of this Agreement.

- H. If the arbitrator determines that an Article has been violated, the arbitrator shall direct the University to take appropriate action. The arbitrator may award back salary where the arbitrator determines that the employee is not receiving the appropriate salary from the University, but the arbitrator may not award other monetary damages or penalties. The arbitrator shall have no power to establish wages, rates of pay for new jobs, or to change any wages unless the arbitrator is specifically empowered to do so by both parties in writing. An Arbitrator's award may be retroactive based on the equities each case may demand, but in no case shall an award be retroactive to a date earlier than thirty (30) days prior to the date the grievance was originally filed in this Article.
- I. The decision or award of the arbitrator shall be final and binding upon the University, the PBA LTS, and the grievant provided that either party may appeal to an appropriate court of law a decision that was rendered by the arbitrator acting outside of or beyond the arbitrator's jurisdiction.
- J. Venue. For purposes of venue in any judicial review of an arbitrator's decision issued under this Article, the parties agree that such an appeal shall be filed in the courts in Miami-Dade County, Florida unless both parties specifically agree otherwise in a particular instance. In an action commenced in Miami-Dade County, neither the University nor the PBA LTS will move for a change of venue based upon the defendant's residence in-fact if other than Miami-Dade County.
- K. Fees and Expenses. All fees and expenses of the arbitrator shall be divided equally between the parties unless mutually agreed otherwise. Each party shall bear the cost of preparing and presenting its own case. However, in the event the grievance is withdrawn after the selection of the arbitrator, the party withdrawing the grievance shall be responsible for the full cost of the arbitrator's fee (if any) unless otherwise mutually agreed by the parties 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.

4.6 The following general rules are applicable to this Article:

- A. The grievant or the PBA LTS may abandon or settle a grievance.

- B. The University will notify the PBA LTS of an individual filing a grievance pursuant to this Article.
- C. The PBA LTS will have the opportunity to be present at any meetings held between the University and a grievant (if the grievance is not filed through the PBA LTS) to resolve a grievance filed pursuant to this Article.
- D. Only the PBA LTS may request that a grievance proceed to arbitration.
- E. The grievant or the PBA LTS shall have only one opportunity to amend or supplement the grievance. No grievance can be amended or supplemented after Step 1.
- F. In contract interpretation, the burden of proof is on the grievant. In such cases, the preponderance of evidence standard is applicable.
- G. 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 Senior Vice President of Human Resources or designee, the grievant, and PBA LTS.
- H. 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, including e-mail.
- I. Reprisal. No reprisal of any kind will be made by the University or the PBA LTS against any grievant, any witness, or any other participant in the Grievance and Arbitration Procedure by reason of such participation.

## **ARTICLE 5 LAYOFFS AND RECALL**

5.1 Employees may be laid off due to adverse financial circumstances; reallocation of resources; reorganization of administrative structures, programs, or functions; curtailment of one or more programs or functions; shortage of work; or a material change of duties.

5.2 Employees shall be laid-off in the inverse order of seniority on the job as a sworn law enforcement officer at the University (i.e., the most recently hired employee as a sworn law enforcement officer will be the first to be laid off, regardless of rank at time of layoff). Employees shall be bumped downward in accordance with seniority in classification. Time spent in a higher classification shall be credited to the employee for the purpose of calculating layoffs and “bumping downward.” It is understood by the parties that probationary employees shall be laid-off first.

5.3 Laid off employees shall have recall rights only to positions within the bargaining unit. Recall will be in reverse order of layoffs. Recall rights are limited to the one (1) year period following the layoff. During this period, no new bargaining unit employees will be hired by the Department until all laid off members of the bargaining unit are offered recall. Any employee offered recall at his/her last known address must contact the Department and agree to return to work within twenty-one (21) calendar days or forfeit all recall rights.

## **ARTICLE 6 HEALTH AND SAFETY**

6.1 The University will make reasonable efforts to provide employees a safe and healthy working environment. The University and the PBA LTS agree to work cooperatively toward reducing job-related injuries and Workers' Compensation costs by encouraging improved safety measures.

6.2 Safety Committee. The PBA LTS will name one employee to serve on a University Wide Safety Committee. Written notification will be sent to the Chief of Police with the names of the individual and any successors. 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 the University requires an employee to use or wear health or safety equipment, such equipment will be provided by the University.

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

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

6.4 Vehicles and Equipment.

A. Vehicles used by employees, whether or not issued to the employee, shall be maintained in safe operating condition by the University. Marked patrol vehicles shall be equipped with cages, and as such vehicles are replaced, the newly purchased vehicles shall include the standard police package. The University shall use high visibility lights on University vehicles as dictated by University needs. In-car computers shall be mounted for safe use by bargaining unit members. When employees are required to drive scooters, golf carts, all-terrain vehicles, or other similar vehicles, such vehicles shall be operated in accordance with the manufacturer's warranty and the officer shall be properly trained in the operation of such vehicle.

B. Where the University has determined that an employee should be provided with a police baton, mace or OC spray, conducted electrical weapon (CEW), or other such weapon as the University deems appropriate, such employee shall be properly trained by a certified instructor in its use.

C. The University shall provide its employees with custom-fitted bullet resistant vests. Vests shall

be replaced as per the stated warranty. The wearing of these vests is at the discretion of the employee, however, employees are strongly encouraged to wear the vest at all times when on duty, and the University reserves the right to require the wearing of the vest at the direction of the Chief or designee.

D. Bargaining unit employees will be permitted the use of assigned patrol vehicles pursuant to the terms of FIUPD SOP 14.06 on Assigned Patrol Vehicle Program (July 8, 2020). Effective upon ratification, this policy will be amended to permit bargaining unit employees to utilize their assigned patrol vehicles for personal errands such as going to the grocery store or the gym during portal to portal travel.

#### 6.5 Firearms.

A. The University shall provide its employees with a semi-automatic firearm. The type of semi-automatic firearm shall be at the University's discretion. The University will attempt to provide a semi-automatic firearm which is suitable to the employee's stature and hand size.

B. In order to promote safety in the use of firearms by employees, the University guarantees that each employee is allowed to fire his/her firearm in an approved course at least once every six (6) months, at no cost to the employee. Such training shall be for the purpose of qualifying in the use of firearms.

C. The University shall issue new factory ammunition for on-duty use at intervals not to exceed twelve (12) months from the previous date.

6.6 Recognizing the risks and health hazards associated with the law enforcement profession, the University agrees to offer bargaining unit members a total body scan every two (2) years.

### **ARTICLE 7 LEARNING OPPORTUNITIES**

Law Enforcement Training. The University and the PBA LTS recognize the importance of training programs to develop skills in our law enforcement officers and supervisors. The University will make a reasonable effort to continue existing training programs in law enforcement techniques and to develop new programs, and to ensure that opportunities to attend law enforcement and salary incentive training programs are equitably distributed among employees.

### **ARTICLE 8 DUES DEDUCTION**

8.1 During the term of this Agreement the University will deduct PBA LTS dues and other authorized deductions in an amount established by the PBA LTS and certified in writing by the PBA LTS to the University, from employee's pay for those employees who individually make such request on the deduction form provided by the PBA LTS included as Appendix A. Such deductions will be made by University when other payroll deductions are made and will begin with the pay for the first full pay period following receipt of the authorization by the University.



8.2 The PBA LTS shall advise University of any increase in dues or other authorized deductions in writing at least thirty (30) days prior to its effective date.

8.3 This Article applies only to the deduction of membership dues and shall not apply to the collection of any fines, penalties, or special assessments. University will not be required to process Dues Deductions Authorization Forms that are: (1) incorrectly and/or incompletely filled out; (2) postdated; or (3) submitted to the University more than sixty (60) days following the date of the employee's signature.

8.4 Deductions of dues and other authorized deductions shall be remitted exclusively to the Dade County Police Benevolent Association by University within thirty (30) days after the deductions are made, or as soon as practical thereafter, along with a list containing the names of the employees from whom the remittance is made.

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

8.6 Deductions for the PBA LTS dues and other authorized deductions shall continue until either: (1) revoked by the employee by providing University and the PBA LTS with thirty (30) days' written notice that the employee is terminating the prior checkoff authorization; (2) revoked pursuant to Section 447.507 Florida Statutes; (3) the termination of employment; or (4) the transfer, promotion, or demotion of the employee out of this bargaining unit. If these deductions are continued when any of the above situations occur, the PBA LTS shall, upon notice of the error, reimburse the employee for the deductions that were improperly withheld.

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

## **ARTICLE 9 UNIFORMS AND EQUIPMENT**

9.1 Uniform. All employees shall receive a standard issue of uniforms (winter and summer) and uniform accessories and may request replacement of such uniforms as needed. Requests for replacement of uniforms shall be honored in a timely fashion and not unreasonably denied.

9.2 Uniform accessories and equipment will include the following minimum requirements:

- A. Gun belt, either 2 ¼ inches or 3 inches, as appropriate for the individual employee;
- B. Firearm safety (snatch resistant) holster;
- C. Three (3) magazines and an approved case for spare ammunition; and

9.3 Uniform Maintenance and Shoe Allowance. The University will provide employees who are furnished and required to wear by the University a uniform, a uniform maintenance allowance in the amount of five hundred dollars (\$500.00) annually, unless laundry and dry cleaning facilities are available and the service is furnished by the University without cost to the employees. In addition, such employees shall receive a shoe allowance in the amount of one-hundred fifty (\$150.00) annually, unless shoes are furnished by the University.

9.4 Clothing Allowance. Employees assigned to full-time plain clothes positions shall receive a clothing allowance in the amount of one thousand dollars (\$1,000.00) annually, and a shoe allowance in the amount of one hundred fifty dollars (\$150.00) annually, unless the shoes are furnished by the University.

9.5 Bullet Resistant Vest. The University shall provide uniformed and plain clothes law enforcement personnel a bullet resistant vest for use during duty hours. Each bullet resistant vest will be replaced per the manufacturer's warranty.

9.6 Recreational Use Privileges. The Department will pay for the cost of the University Recreation Facility services as the employee uses such services. All sworn law enforcement personnel covered by this Agreement shall receive an annual standard University Recreation Facility membership at no cost. If the membership is not used by the employee, it may be revoked.

## ARTICLE 10 WAGES

### 10.1 Performance Based Career Ladder

#### A. Police Lieutenant

Effective and retroactive to the first full pay period in July ~~2021~~2024, there will be a market adjustment to the all base salaries provided for in the current Police Lieutenant Performance Based Career Ladder and the updated ladder will provide will increase by 10%. ~~The updated Police Lieutenant Performance Based Career Ladder will provide~~ as follows:

Date of Rank Anniv. <sup>1</sup>	Classification <sup>2</sup>	Compensation <sup>3</sup>	Base Salary <sup>3</sup>
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<sup>1</sup> Anniversary year date is the date of hire. If an employee is hired on January 1, their anniversary is January 1 every year thereafter. Same applies for all ranks (Sergeants, Lieutenants)

<sup>2</sup> Classification eligibility requires a minimum of x (per table) anniversary years, PEP of 4 and no severe discipline as defined in the CBA in the year prior to becoming eligible for the classification promotion. If the employee receives a PEP lower than 4 and/or severe discipline in the year prior to becoming eligible for the classification promotion, his/her classification promotion may be delayed until the following anniversary year. In these cases, the employee will also be given the right to meet with the Chief of Police, who may grant the classification promotion after a period of improved performance. Same applies for all ranks.

<sup>3</sup> Salary is based on Performance Based Career Ladder and is exclusive of any pay additives and CBA raises effective that year. CBA raises and pay additives would be in addition to the Performance Based Career Ladder. Employees will be placed into a classification commensurate with their anniversary date in classification. Classification promotion eligibility thereafter will be governed as set forth in footnote #2.

<sup>3</sup> ~~Starting compensation for sergeants and lieutenants is one of two salaries. If, at the time of promotion, they are earning above the starting salary for that rank they will get a 5% raise upon promotion. Each Classification Anniversary year thereafter they are eligible for the next classification; however, will not get a pay raise until the current salary is < or = to the salary for the corresponding grade.~~

<u>1</u> Starting <sup>4</sup>	Police Lieutenant 1	See Footnote	\$82,500.00	\$91,500.00
<u>2</u> <u>1</u>	Police Lieutenant 2	+5%	\$86,625.25	\$95,625.25
<u>3</u> <u>2</u>	Police Lieutenant 3	+5%	\$90,956.25	\$99,956.25
<u>4</u> <u>3</u>	Police Lieutenant 4	+5%	\$95,504.07	\$104,504.07
<u>5</u> <u>4</u>	Police Lieutenant 5	+5%	\$100,279.27	\$109,279.27
<u>5</u>	Police Lieutenant 6	+5%		\$111,779.27

Effective and retroactive to the first full pay period in July 2024, following full ratification, all police lieutenants will have their base salaries adjusted to reflect their classification in the updated Police Lieutenant Performance Based Career Ladder set forth above and will continue to be eligible for classification promotions as provided in footnotes #2 and #4 thereafter. Police lieutenants currently in the Police Lieutenant 5 classification with 6 or more years of service in rank will be placed at the Police Lieutenant 6 classification.

## 10.2 Retention Bonus Schedule

All bargaining unit employees are eligible to receive a retention bonus on the anniversary year of their date of hire. As an example, if an employee is hired on January 1, their anniversary is January 1 every year thereafter. Same applies for all ranks (Sergeants, Lieutenants). Eligibility is based on a PEP of 4 or higher and no severe discipline as defined in the CBA in the year prior to becoming eligible for the retention bonus. If the employee receives a PEP lower than 4 and/or severe discipline in the year prior to becoming eligible for the retention bonus, he/she will have the retention bonus delayed until the following anniversary year. In these cases, the employee will also be given the right to meet with the Chief of Police, who may grant the retention bonus after a period of improved performance. Such performance will be documented by an updated PEP or comparable written evaluation. With the updated PEP or written evaluation, the employee would be eligible for the retention bonus at the following pay period. The Retention Bonus Schedule shall provide as follows:

Anniversary Year	Bonus
<u>5</u>	1%
6	“
7	“
8	“
9	“
<u>10</u>	1.5%
11	“
12	“
13	“
14	“
<u>15</u>	2%
16	“
17	“
18	“
19	“
<u>20</u>	2.5%

<sup>4</sup> Officers promoted to sergeant and sergeants promoted to lieutenants will have their starting salaries determined by placement in the first classification in the career ladder of the newly promoted rank that is more than 5% higher than the employee’s classification in the lower rank (i.e. a Police Sergeant 5 promoted to lieutenant will start at the Police Lieutenant 4 classification). Thereafter, police lieutenants will move to the next classification in the Police Lieutenant Performance Based Career Ladder on their first anniversary date as a police lieutenant and continue to be eligible to for classification promotions as provided in footnote #2 until reaching the Police Lieutenant 6 classification.

### 10.3 Shift Differential Pay

- A. **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.
- B. **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 five percent (5%) is paid for shifts where the majority of the hours fall after 6:00 P.M.

Night: A differential of eight percent (8%) is paid for shifts where the majority of the hours fall after midnight.

- C. The Chief of FIUPD or his/her designee retains the discretion to move employees from shift to shift based on operational necessity and shall not be used for the purposes of discipline. The parties agree that the exercise of such discretion is not subject to the Grievance and Arbitration procedure or the Neutral Internal Resolution of Disputes Policy.

### 10.4 Pay Supplements

- D. Bargaining unit employees who supervise specialized units, including but not limited to, the detective bureau and the K-9 unit, shall receive a five percent (5%) pay supplemental while performing duties in the specialty unit.
- E. This Article is subject to Department SOP's regarding eligibility, performance, etc.

### 10.5 Off-Duty Pay

- F. Purpose: To establish guidelines to compensate law enforcement personnel for off-duty pay.
- G. Definition: An off-duty assignment is any assignment that is being funded by an outside funding source and not from a FIU funding source or budget regardless of department.
- H. Policy: Law enforcement personnel are entitled to off-duty pay when an employee is assigned an off-duty event. The law enforcement personnel working the off-duty event does not have to work a forty (40) hour workweek to be compensated at the off-duty pay.

The hours worked as part of the off-duty assignment shall not be counted as hours worked for the

purpose of calculating overtime for that week. An employee reporting to an off-duty event shall be guaranteed two (2) hours of off-duty pay if the event is cancelled or concluded prior to the end of the two hour period. An employee who fails to adhere to the Department's procedures for determining the status of the event prior to reporting for such duty will lose eligibility for the guaranteed two hours.

If, after the employee reports to work, the event is cancelled or concluded prior to the end of the guaranteed two (2) hours, management may assign other law enforcement duties to the employee during the guaranteed two-hour period.

Subject to operational necessity, the University agrees that officers from outside agencies will not be assigned an off- duty event shift that is longer than the shift offered to the FIUPD employee unless the FIUPD employee declines to work the longer shift. This provision does not apply to specialized units. If the off-duty event cannot be filled by a member of the FIU PBA rank and file, the FIU Lieutenants will be offered the opportunity to work the event before the event is offered to any officer working at an outside agency.

#### **10.6 Special-Duty Pay for FIU Events Not Eligible for Off-Duty Pay**

When there is an FIU event which is funded solely by FIU funds and is not funded by any outside funding source in any fashion (Non-Reimbursed Event) and the FIUPD cannot fully staff any supervisory positions necessary for the operation of the Non-Reimbursed Event, the FIU Lieutenants will be offered the opportunity to work a supervisory position at the Non-Reimbursed Event before the position is offered to any supervisor from an outside law enforcement agency. If an FIU Lieutenant accepts and fulfills the supervisory position, he/she will be paid at his/her premium pay rate (i.e., 50% more than the bargaining unit employee's base rate of pay).

#### **10.7 Sworn Law Enforcement Certification Award**

Effective and retroactive to the first full pay period in July 2024, ~~following full ratification~~, the Sworn Law Enforcement Certification Award supplement being received by bargaining unit employees every pay period they maintain their sworn law enforcement certification shall ~~continue to be paid in the amount of five percent (5%)~~ increase to seven and a half (7.5%). This pay supplement shall be paid bi-weekly based on the employees' bi- weekly earnings as listed in their paycheck summary, to include Shift Differential Pay – 10.3; Pay Supplements – 10.4; Overtime Pay – 10.6 and Criminal Justice Incentive Pay (CJIP) if earned by the member for that pay period. Any bonuses (including as outlined in Article 15-Bonus Policy and Article 17-Sick Leave Policy) and uniform allowance (Article 9) will not be calculated in the processing of this Award. The Award does not affect the base rate of pay for the purpose of calculating overtime and shift differential.

## 10.8 Additional Wages Increases.

- a. If the Florida Legislature provides for a different or additional funding of wages or wage increases described in this Article during the term of this Agreement, the University and the Union agree that such increases will be administered in accordance with the applicable appropriation language. Any additional funding of wages or wage increases provided by the Legislature during any fiscal year covered by this Article shall count as credit towards the wage increases and/or merit bonus described in the Article ~~except for the ratification bonus described in 10.9 below.~~
- b. Nothing contained herein shall prevent the University from providing salary increases beyond the increases specified above. These increases may be provided for verified counteroffers and compression/ inversion; increased duties and responsibilities; special achievements; litigation/settlements; and similar special situations. Market equity adjustments may be provided with approval by the PBA.

## 10.9 ~~Ratification Bonus~~ Fiscal Year 2026-2027 Bonus

Effective the first full pay period in July 2026, following full ratification, all bargaining unit members will receive a lump-sum bonus in the amount of Two Thousand Dollars (\$2,000.00). ~~\$1,000. This bonus is separate and independent from any bonus or bonuses to be provided by the State of Florida in connection with the pandemic federal stimulus package.~~

## ARTICLE 11 INSURANCE BENEFITS

11.1 University agrees to administer the State Group Health self-insurance plan in accordance with the applicable Fiscal Year's General Appropriations Act and, if provided, the Summary Statement of Intent.

## ARTICLE 12 GROOMING STANDARDS

12.1 Hair on top of the head will be neatly groomed. The length or bulk of the hair will not be excessive or present a ragged, unkempt appearance. When combed, hair will not fall over the ears or eyebrows, or touch the collar, except for the closely cut hair on the back of the neck. The hair of uniformed members may touch the shirt collar but not fall below the collar's edge and may cover a portion of the ear. Long hair of female officers must be worn up in a neat, stylish manner which permits the wearing of the hat. Conspicuous barrettes, pins, or combs will not be worn.

12.1 If an employee desires to wear sideburns, they will be neatly trimmed. The base will be a clean

shaven horizontal line. Sideburns will not extend downward beyond the lowest part of the exterior ear opening.

12.2 The face will be clean shaven, except that if a mustache is worn it will be kept neatly trimmed and tidy. No portion extending beyond the corners of the mouth will fall below a line parallel with the bottom of the lower lip.

12.3 Cosmetic and Jewelry. If worn, cosmetics shall be subdued and blended to match the natural skin color of the individual. False eyelashes are prohibited. Fingernails should be clear and trimmed so as not to extend beyond the tips of the fingers. Fingernail polish, if worn, shall be clear. Female officers may wear small post earrings. Necklaces shall not be visible when the uniform is worn.

### **ARTICLE 13 REPLACEMENT OF PERSONAL PROPERTY**

13.1 An employee, while on duty and acting within the scope of employment, who suffers damage or destruction of the employee's watch or prescription eyewear, or such other items of personal property as have been given prior approval by the Department as being required by the employee to adequately perform the duties of the position, will be reimbursed or have such property repaired or replaced as provide herein. A written report must be filed detailing the circumstances under which such property was damaged or destroyed.

13.2 Specific Reimbursement Allowances and Approvals.

A. Upon proper documentation by the employee of the amount expended, the Department shall authorize reimbursement for repair or replacement of such property, not to exceed the following amounts:

- (1) Watch - \$100;
- (2) Prescription eye wear - \$300 (including any required examination);
- (3) Other items – The Chief of FIUPD or his/her designee shall have final authority to determine the reimbursement value of any items other than watches or prescription eye wear;  
and
- (4) Total allowable per incident - \$700.

B. Such reimbursement shall be with the approval of the Chief of FIUPD or his/her designee. Approval shall not be unreasonably withheld.

### **ARTICLE 14 BEREAVEMENT LEAVE**

**STATEMENT:** An employee shall be granted three (3) days of leave with pay for a death in the immediate family.

**REASON:** 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.

**DEFINITIONS:** "Immediate Family" is defined as spouse, children (including foster or stepchildren), parents (including stepparents), brother and sister (including stepbrother and stepsister), grandparents, and

grandchildren of both the employee and the spouse.

## **ARTICLE 15 BONUS 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:** 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 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 Senior 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 Senior 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 Senior 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 Senior 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 Senior 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.

## **ARTICLE 16 COMPULSORY LEAVE**

**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:** 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.

## **ARTICLE 17 SICK LEAVE**

### **STATEMENT**

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

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

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

- Illness or injury of the employee or a member of the immediate family.
- Medical, dental or other recognized practitioner appointment of the employee or a member of the employee's immediate family.
- When, through exposure to a contagious disease, the presence of the employee at the job would jeopardize the health of others.

- Personal illness shall include disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery thereafter.

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

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

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

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

Employees using no more than three (3) sick days during the fiscal year will receive a bonus of four hundred fifty dollars (\$450.00). The fiscal year runs from July 1<sup>st</sup>, through June 30<sup>th</sup>. The bonus will be paid in the first full pay period after June 30<sup>th</sup>. Members using periodic sick time, such as but not limited to, leaving early due to illness, will not be eligible for the bonus if they use more than 30 hours of sick time during the fiscal year. Members working 5/8 hours shifts will also be limited to 30 hours of sick time per fiscal year in order to receive the bonus.

**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)

**REASON:** To administer the accrual and appropriate use of sick leave.

**DEFINITIONS**

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

“Employee’s Immediate Family” is defined as spouse, children (including foster or stepchildren), parents (including stepparents), brother and sister (including stepbrother and stepsister), grandparents, and grandchildren.

**ARTICLE 18  
TEMPORARY OR PERMANENT LATERAL  
REASSIGNMENT**

**STATEMENT:** Management has the right to determine the allocation of staffing resources based on operational needs through the use of temporary and permanent change in lateral reassignments. Whenever possible, an employee will be given a fourteen (14) calendar days’ notice, unless in the case of unforeseen circumstances, prior to the effect of the change in assignment.

**REASON:** To provide a means for management to address operational needs.

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

**ARTICLE 19  
VACATION**

**STATEMENT:** 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 and 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.

**Non-Exempt Personnel**

<b>Length of Service with University</b>	<b>Hours Accrued Per Pay Period</b>	<b>Maximum Accrual and Payout Hours</b>
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**

<b>Length of Service with University</b>	<b>Hours Accrued Per Pay Period</b>	<b>Maximum Accrual and Payout Hours</b>
N/A	7	352

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

**ARTICLE 20**  
**JURY DUTY AND COURT APPEARANCES**

**STATEMENT:** 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 accrued leave.

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, if the employee does not have accrued vacation or compensatory time, leave without pay.

If an employee is subpoenaed to appear as a witness in a job-related court case, not during the employee's regularly assigned shift, the employee shall have the option to either accept the witness fee or be granted a minimum of three (3) hours which shall be counted as hours worked. The three-hour minimum shall be paid if a court appearance is scheduled to start more than sixty (60) minutes before or after the employee's regularly assigned shift. In order to be eligible for the three-hour minimum, the employee must appear in person in court or the Student Conduct hearing, whichever is the case. If an employee only appears in court or at the Student Conduct hearing by telephone, skype, or through similar electronic medium, he/she will only be eligible for a one-hour minimum and will receive hour-for-hour overtime pay if the appearance exceeds one-hour. This provision also applies when the employee is requested to serve as a witness in the University Student Conduct process.

**REASON:** To administer a policy regarding jury duty, subpoena for court appearances, and serve as a witness in the University Student Conduct process.

**ARTICLE 21**  
**MANAGEMENT RIGHTS**

21.1 Each of the rights described below shall be vested exclusively in the University, subject only to such restrictions governing the exercise of these rights as are expressly and specifically provided in this Agreement, University regulations, policies, and Department SOPs.

21.2 The management of the Department personnel and the direction of its work force, including but not limited to the exclusive right: to determine whether all or any part of the operations covered by this Agreement shall commence, cease, continue, reduce or increase; to remove the operation or any part thereof to any location; to establish new jobs; to abolish or change existing jobs and to increase or decrease the number of jobs or employees; to change materials, processes, products, service, equipment, work schedules and methods of operation to introduce new materials, equipment, services or facilities; to assign work to be performed; to assign or reassign employees to shifts, increase or abolish shifts and rotate shifts; to require employees to work overtime; to establish and change hiring procedures; to set the work schedules; to transfer employees from job

to job, shift to shift or campus to campus either on a permanent or temporary basis; to evaluate and direct the work of the employees covered by this Agreement; to maintain, enforce, rescind or change University or Department policies, procedures, rules, orders, practices, and directives not inconsistent with this Agreement or covering mandatory subjects of bargaining; to establish or change operational standards; to determine the services to be provided by University and by law enforcement personnel; to lay off employees as provided in Article 5 of this Agreement; to establish requirements for employment; to promote and demote employees; and to have complete authority to exercise those rights and powers incidental thereto, including the right to alter or vary past practices not involving subjects of bargaining as University may determine to be necessary for the orderly and efficient operation of the Department as specified in this Agreement. University's failure to exercise any right hereby reserved to it or its exercising any right in a particular way shall not be deemed a waiver of its right to exercise such right, nor preclude University from exercising the same right in some other way not in conflict with the express provisions of this Agreement.

21.3 If a civil emergency is declared by the Governor or by a political subdivision of the State, the provisions of this Agreement may be suspended by University during the time of the declared emergency, provided that the wage rates and monetary fringe benefits shall not be suspended.

21.4 The Union agrees that its members shall comply with all University regulations, policies and Department SOPs, including those relating to conduct and work performance.

21.5 The parties also recognize that pursuant to the Management Rights clause of this Agreement, University has the right to amend and modify its rules, policies, and procedures and to implement reasonable rules, policies and procedures except as expressly provided in this Agreement or involving a mandatory subject of bargaining.

## **ARTICLE 22 TOTALITY OF AGREEMENT**

22.1 The University and the PBA LTS acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to present proposals with respect to any and all matters lawfully subject to collective bargaining, and that all of the understandings and agreements arrived at by the University and the PBA LTS thereby are set forth in this Agreement between the parties for its duration.

22.2 The University and the PBA LTS, during the term of this Agreement, voluntarily and unqualifiedly waive the right, and agree that the other shall not be obligated, to bargain collectively with respect to any subject or matter whether or not referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement.

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

### **ARTICLE 23 SAVINGS CLAUSE**

If any provision of this Agreement should be rendered or declared invalid, unlawful, or not enforceable by any court action or by reason of any existing or subsequently enacted legislation; or if the appropriate governmental body having amendatory power to change a law, rule, or regulation which is in conflict with a provision of this Agreement, fails to enact or adopt an enabling amendment to make the provision effective, in accordance with Section 447.309(3), Florida Statutes; then such provision shall not be applicable, performed, or enforced, but the remaining parts or portions of this Agreement shall remain in full force and effect for the term of this Agreement.

### **ARTICLE 24 COMPLIANCE WITH REGULATIONS, POLICIES, OR DEPARTMENT SOPs**

24.1 The PBA LTS will be advised in writing of any changes in the University regulations, policies, or Department SOPs impacting terms and conditions of employment within twenty-one (21) calendar days prior to formal adoption.

24.2 The members of the bargaining unit are subject to the following University-wide policies, which may be amended from time to time, subject to applicable law.

#### **FIU Regulations**

FIU-105 Sexual Misconduct (Title IX)

FIU-104 Nondiscrimination, Harassment and Retaliation (Title VII)

FIU-110 Demonstrations Expressive Activities in Outdoor Areas on Campus

FIU-111 Camping

FIU-112 Use of University Facilities

FIU-113 Smoke & Tobacco-Free Campus  
 FIU-115 Skateboarding, Skates, Scooter, Ripstiks, Hoverboards and Other Similar Devices and High Risk Activities on University Property  
 FIU-2505 Alcoholic Beverages  
 Access Control For University Buildings and Facilities 520.020 - <https://policies.fiu.edu/files/816.pdf>  
  
 Access to Official Personnel Records - <http://policies.fiu.edu/files/57.pdf>  
 Acquisition, Assignment & Use of University Vehicles - <http://policies.fiu.edu/files/569.pdf>  
 Alcoholic Beverages and Illegal Drug Possession 185.001 - <https://policies.fiu.edu/files/825.pdf>  
 Alternative Work Site - <http://policies.fiu.edu/files/19.pdf>  
 Animals in the Workplace - <http://policies.fiu.edu/files/20.pdf>  
 Anonymous Complaints - <http://policies.fiu.edu/files/23.pdf>  
 Applications Software Resources Purchasing, Licensing & Use-Approval of Perquisites - <http://policies.fiu.edu/files/26.pdf>  
 Approval of Perquisites - <http://policies.fiu.edu/files/26.pdf>  
 Automated External Defibrillator (AED) policy  
 Business Related Travel - <http://policies.fiu.edu/files/54.pdf>  
 Campus Law Enforcement Authority 185.002 - <https://policies.fiu.edu/files/818.pdf>  
 Cash Control Policy - <http://policies.fiu.edu/files/576.pdf>  
 Catastrophic Pool - <http://policies.fiu.edu/files/21.pdf>  
 Children in the Workplace - <http://policies.fiu.edu/files/42.pdf> Confidentiality Agreements - <http://policies.fiu.edu/files/40.pdf>  
 Conflict of Interest - <http://policies.fiu.edu/files/106.pdf>  
 Crime Prevention Programs for Students and Employees 185.000 - <https://policies.fiu.edu/files/820.pdf>  
 Confidentiality Agreements - <http://policies.fiu.edu/files/40.pdf>  
 Digital Millennium Copyright Act policy - <http://policies.fiu.edu/files/545.pdf>  
 Domestic Violence leave - <http://policies.fiu.edu/files/708.pdf>  
 Dress Code - <http://policies.fiu.edu/files/36.pdf>  
 Employee Wellness Program 1705.016 - <https://policies.fiu.edu/files/817.pdf>  
 Dual Employment and Compensation - <http://policies.fiu.edu/files/35.pdf>  
 Environmental Management Policy - [http://policies.fiu.edu/record\\_profile.php?id=349](http://policies.fiu.edu/record_profile.php?id=349)  
 Ethics in Purchasing & Gifts - <http://policies.fiu.edu/files/598.pdf>  
 Exit Reviews - <http://policies.fiu.edu/files/46.pdf>  
 Extra State Compensation from Sponsored Projects for FIU personnel - <http://policies.fiu.edu/files/366.pdf>  
 Firearms and Dangerous Weapons - <http://policies.fiu.edu/files/32.pdf>  
 FIU Records - <http://policies.fiu.edu/files/732.pdf>  
 Flexible Work Schedule (Flextime) - <http://policies.fiu.edu/files/24.pdf>  
 FMLA, Parental, and Medical Leave - <http://policies.fiu.edu/files/28.pdf>  
 Fraud Prevention & Mitigation policy - <http://policies.fiu.edu/files/712.pdf>  
 Gift Policy 140.131 - <https://policies.fiu.edu/files/856.pdf>  
 Gramm-Leach-Bliley Act: Safeguards to Protect Confidential Financial Information Preventing Identity Theft on Covered Accounts Offered or Maintained by Florida International University - <http://policies.fiu.edu/files/594.pdf>  
 Health Insurance Portability and Accountability Act Compliance – <http://policies.fiu.edu/files/599.pdf>  
 HIPAA: Sanctions for Unauthorized Uses or Disclosures of Protected Health Information - <http://policies.fiu.edu/files/601.pdf>  
 HIPAA: Business Associates - <http://policies.fiu.edu/files/602.pdf>  
 HIPAA PRIVACY: Use of Protected Health Information for Purposes of Treatment, Payment and health Care Operations - <http://policies.fiu.edu/files/603.pdf>  
 HIPAA PRIVACY AND SECURITY: Required Education of Covered Workforce – <http://policies.fiu.edu/files/604.pdf>



HIPAA PRIVACY: Obtaining Individual Authorization for Use and Disclosure of Protected Health Information - <http://policies.fiu.edu/files/606.pdf>

HIPAA PRIVACY: Use and Disclosure of Protected Health Information for Marketing Purpose - <http://policies.fiu.edu/files/608.pdf>

HIPAA PRIVACY: Using and Disclosing Protected Health Information for Fundraising Purposes - <http://policies.fiu.edu/files/609.pdf>

HIPAA SECURITY: Access Controls to Systems Containing Electronic Protected Health Information - <http://policies.fiu.edu/files/611.pdf>

HIPAA SECURITY: Access to Facilities Housing Electronic Protected Health Information - <http://policies.fiu.edu/files/612.pdf>

HIPAA SECURITY: Authentication and Audit Controls for Electronic Protected Health Information - <http://policies.fiu.edu/files/613.pdf>

HIPAA SECURITY: Duty to Report Security Incidents Involving Protected Health Information - <http://policies.fiu.edu/files/614.pdf>

HIPAA SECURITY: Information Access Management for Electronic Protected Health Information - <http://policies.fiu.edu/files/615.pdf>

HIPAA SECURITY: Inventory of Hardware and Software Containing Electronic Protected Health Information - <http://policies.fiu.edu/files/616.pdf>

HIPAA SECURITY: Responsibility for Conducting Risk Assessments with Regards to Electronic Protected Health Information - <http://policies.fiu.edu/files/618.pdf>

HIPAA SECURITY: Use and Security of Workstations with Access to Electronic Protected Health Information - <http://policies.fiu.edu/files/620.pdf>

HIPAA SECURITY: Workforce Security Regarding Protected Health Information - <http://policies.fiu.edu/files/621.pdf>

Incident Breach Reporting Policy 1930.021 - <https://policies.fiu.edu/files/862.pdf>

Information Technology Security - <http://policies.fiu.edu/files/96.pdf>

Leave Pending Investigation - [http://policies.fiu.edu/record\\_profile.php?id=85](http://policies.fiu.edu/record_profile.php?id=85)

<http://policies.fiu.edu/files/96.pdf>

International Travel Policy for Employee and Student 320.099 - <https://policies.fiu.edu/files/860.pdf>

Leave Pending Investigation - <http://policies.fiu.edu/files/85.pdf>

Mandatory Reporting of Child Abuse, Abandonment & Neglect - <http://policies.fiu.edu/files/785.pdf>

Media Policy - <http://policies.fiu.edu/files/570.pdf>

Military Leave - <http://policies.fiu.edu/files/82.pdf>

Nepotism - <http://policies.fiu.edu/files/61.pdf>

On Call Pay - [http://policies.fiu.edu/record\\_profile.php?id=59](http://policies.fiu.edu/record_profile.php?id=59)

Performance Excellence Process - <http://policies.fiu.edu/files/593.pdf>

Personal Leave of Absence Without Pay - <http://policies.fiu.edu/files/78.pdf>

Political Activity - <http://policies.fiu.edu/files/108.pdf>

Political Participation - <http://policies.fiu.edu/files/77.pdf>

Pre-Employment Requirements - <http://policies.fiu.edu/files/76.pdf>

Professional Development Leave - <http://policies.fiu.edu/files/75.pdf>

Recruitment & Selection - <http://policies.fiu.edu/files/584.pdf>

<http://policies.fiu.edu/files/584.pdf>

Security and Access Policy 185.004 - <https://policies.fiu.edu/files/822.pdf>

<https://policies.fiu.edu/files/823.pdf>

Security Awareness and Programs for Students and Employees 185.005 - Separations of Employment - [http://policies.fiu.edu/record\\_profile.php?id=71](http://policies.fiu.edu/record_profile.php?id=71)

Service and Emotional Support Animals on Campus 2509.002 - <https://policies.fiu.edu/files/834.pdf>

Severe Weather/Emergency Closing - <http://policies.fiu.edu/files/325.pdf>

Sex Offenders on Campus 185.006 - <https://policies.fiu.edu/files/824.pdf>

Sick Leave Pool -

<http://policies.fiu.edu/files/68.pdf>

Solicitation, Distribution and Posting - <http://policies.fiu.edu/files/67.pdf>

Trademark Policy - <http://policies.fiu.edu/files/571.pdf>

Travel: University Travel Expense Policy - <http://policies.fiu.edu/files/548.pdf>

Tuition Waiver Program - <http://policies.fiu.edu/files/64.pdf>

University Golf Cart & Motorized Carts Safety policy - <http://policies.fiu.edu/files/781.pdf>

University Wireless Network Infrastructure - <http://policies.fiu.edu/files/590.pdf>

Workplace Violence - <http://policies.fiu.edu/files/709.pdf>

Works & Copyrighable materials - <http://policies.fiu.edu/files/463.pdf>

24.3 The University may not amend its current regulations, policies, or Department SOPS applicable to the members of the bargaining unit if such a change would conflict with a term of this Agreement or involves a mandatory subject of bargaining. In the event a change of a regulation, policies, or Department SOP does not conflict with a provision of this Agreement or involves a mandatory subject of bargaining, and constitutes an otherwise change in terms or conditions of employment, the University shall notify the PBA LTS as specified in this Agreement who may then request impact bargaining.

24.4 Any claim by an employee concerning the application and/or a dispute regarding a University regulations, policies, or the Department SOPs shall not be subject to the Grievance and Arbitration Procedure of this Agreement, but shall be subject to the method of review prescribed by the Neutral, Internal Resolution of Policy Disputes or the Expedited Dispute Resolution Procedure for Title IX/VAWA, as applicable.

## **ARTICLE 25 POLICIES SPECIFICALLY APPLICABLE TO THE FIU/BOT PBA LTS LIEUTENANTS BARGAINING UNIT**

25.1 The parties agree that the Article on Grievance and Arbitration Procedure is not applicable to a dispute pertaining to any policy contained within this Article. Rather, the Neutral, Internal Resolution of Policy Disputes or the Expedited Dispute Resolution Procedure for Title IX/VAWA (as applicable) shall apply to and govern such disputes.

### **DISCIPLINARY ACTIONS**

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

**Definitions:**

**Oral Counseling** – defined as a discussion between the supervisor and the employee where the employee is advised and cautioned about unsatisfactory work performance and/or misconduct. Oral counseling may be documented; it does not constitute discipline.

**Written Reprimands** – defined as written documentation to the employee from the supervisor where the employee is advised and cautioned about his/her unsatisfactory work performance and/or misconduct.

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

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

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

**Involuntary Termination** – when the University involuntarily ends a bargaining unit member's employment.

**Policy:** Disciplinary actions administered to permanent status employees may be taken only for just cause. An employee who has not attained permanent status is considered a probationary employee and cannot use the Neutral Internal Resolution of Disputes policies or any other University policy to challenge any disciplinary action. The University is committed to the theory of progressive discipline. Based on the severity and the frequency of the offense or occurrence, disciplinary actions may take the form of written reprimands, demotions, suspensions, and termination. Based on the severity of the offense, the University reserves the right to impose discipline at any level, including immediate termination.

**Process for Oral Counseling:**

If the Chief of the FIUPD or his/her designee determines that an employee will receive an Oral Counseling as a result of his/her actions, there will be no Pre-Disciplinary Review (PDR). The matter will be handled solely by FIUPD. Oral Counseling is not considered discipline and is used to guide an employee on how to improve his/her behavior or performance through recommendations and/or advice. Oral Counseling is not subject to review by the Neutral, Internal Resolution of Disputes policy or any other review mechanism.

In the event that the Oral Counseling has been documented in writing, this document will be maintained in the employee's personnel file kept in FIUPD for a period of two (2) years. If the employee has been without discipline during the two (2) year period, the record of Oral Counseling will be marked "no longer in effect" and shall not be used by the University in any manner, including but not limited to, progressive discipline, promotions, transfers, or as evidence in a case of subsequent discipline case. The intent of this subsection shall be that the record of Oral Counseling shall be effectively destroyed while abiding by the Florida Public Records laws precluding actual destruction. The two-year period shall run from the date of the issuance of the Oral Counseling. In the event that the employee incurs discipline during that two (2) year period, the Oral Counseling will be considered in determining the appropriate progressive discipline. Records will be retained pursuant to the Florida Department of State Library and Information Services Records Retention schedule (Retention Schedule) which may be amended from time to time. The employee may request that his/her record regarding Oral Counseling be removed from his/her file as allowed by the Retention Schedule.

**Process for Written Reprimand:**

The Chief of FIUPD or his/her designee will follow the same process used for oral counseling when issuing a written reprimand. The exceptions are that the reprimand will be in writing, is considered part of the progressive disciplinary process, and will be maintained in the employee's official personnel file. Written Reprimand is only subject to Step 1 of the Neutral, Internal Resolution of Disputes policy.

**Process for Severe Disciplinary Actions:**

If the FIUPD determines that an employee should receive some form of severe discipline, the FIUPD will conduct a Pre-Disciplinary Review (PDR) with Employee and Labor Relations Department (ELR).

When the Department and ELR have determined that an employee should receive a form of severe discipline, the affected employee will be presented with a memorandum outlining the events that support the discipline and a description of the discipline that will be imposed. The employee will be provided with all of the evidence for which a disciplinary recommendation is based a reasonable amount of time prior to the meeting. If the employee chooses to have a representative present,

he/she may attend along with the employee and the employee's immediate supervisor. During the PDR, the FIUPD will present the results of any completed internal investigation, if any. A final decision will be reached in consultation with ELR.

The Neutral, Internal Resolution of Policy Disputes process is the only review process for discipline based on a violation of any University regulations, policy, or Department SOP.

**Disciplinary Records.** If an employee has received a written reprimand, suspension, and/or demotion, the documentation of this discipline will be maintained in the employee's official personnel file for a period of two (2) years. If the employee has been without discipline during this two (2) year period, the disciplinary record will be marked "no longer in effect" and shall not be used by the University in any manner, including but not limited to, progressive discipline, promotions, transfers, or as evidence in a case of subsequent discipline case. The intent of this subsection shall be that the disciplinary record shall be effectively destroyed while abiding by the Florida Public Records laws precluding actual destruction. The two (2) year period shall run from the date of the issuance of the disciplinary record. In the event that the employee incurs discipline during that two (2) year period, the prior disciplinary record will be considered in determining the appropriate progressive discipline. Records will be retained pursuant to the Florida Department of State Library and Information Services Records Retention schedule (Retention Schedule) which may be amended from time to time. The employee may request that his/her record regarding discipline be removed from his/her file as allowed by the Retention Schedule after the expiration of the two-year period described in this section.

## **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 may be granted in situations where operational necessity 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)

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 operational necessity and upon notice to the employee. Decisions regarding whether to approve or terminate a compressed work schedule are not subject to any review process (e.g., the Neutral Internal Resolution of Dispute Policy).

## **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.

Bargaining unit employees shall receive hour for hour holiday pay for all hours worked on a holiday. Employees shall receive holiday pay consistent with their regularly scheduled shift length for holidays falling on their regularly rescheduled day off. Any employee who is in non-pay status for the entire day before a holiday shall not be eligible to receive payment for the holiday.

Workloads, emergency conditions, or certain critical staff may be required to work on a holiday.

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

## **OPERATING HOURS**

**Purpose:** To establish the standard operating hours for the FIUPD.

**Policy:** The standard workweek shall be forty (40) hours. All Lieutenants shall work eight (8) hours for five (5) days unless on an authorized compressed work schedule.

## **NEUTRAL INTERNAL RESOLUTION OF DISPUTES**

**Purpose:** To establish and maintain the sole process for resolving disputes concerning BOT-PBA LTS regulations, University regulations, policies, or Department SOPs, and applicable University Policies that impact the terms and conditions of employment of the PBA LTS unit members (the Policy or Policies). The Neutral, Internal Resolution of Policy Dispute Procedure covers any discipline involving a written reprimand, suspension, involuntary 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 other review mechanism including the Grievance and Arbitration Procedure, and any complaint that is or has already been filed over the same matter (i.e., the same act or omission) will be dismissed with no further obligation to consider the complaint.

Under no circumstances can an employee avail him/herself of both the Grievance and Arbitration Procedure and the Neutral Internal Resolution of Disputes Policy to resolve a dispute as each procedure is applicable to and govern different sets of facts and circumstances and is applicable, per terms of this Agreement, to different types of disputes.

#### **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). The PBA LTS may file a complaint in a dispute over a provision of a Policy that confers rights upon a group of employees or upon the PBA LTS

(c) **Complaint Forms.** The "complaint forms" constitute the Complaint (the “Step 1 form”) and Notice of Demand for Internal Policy Dispute Resolution by a Panel (the “Step 2 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.

#### 4. Burden of Proof

In all complaints, except disciplinary complaints in accordance with the BOT-PBA LTS Policy on Disciplinary Actions, the burden of proof shall be on the complainant. In disciplinary complaints, the burden of proof shall be on the University.

#### 5. Representation.

The PBA LTS may elect to represent an employee in a complaint filed hereunder, or an employee may elect self-representation or to be represented to be by another representative not from the PBA LTS. If an employee elects not to be represented by the PBA LTS and has notified the University, the University shall promptly inform (i.e., within seven (7) days) the PBA LTS 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, the PBA LTS shall have the right to be present at all meetings called for the purpose of discussing such complaints among parties and shall be sent copies of all decisions at the same time as they are sent to the other parties.

#### 6. Complaint Representatives.

The PBA LTS shall annually (i.e., on or before July 1st) furnish to the University a list of all persons authorized to act as complaint representatives and shall update the list as needed. The PBA LTS will provide the University with written notice of an amended list. The PBA LTS complaint representatives 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 the Chief of the FIUPD or his/her designee, 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 PBA LTS 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 appropriate supervisor for the performance of the employee's duties. Approval of such arrangements shall not be unreasonably withheld. Time spent in such activities outside scheduled hours shall not be counted as time worked.

8. Time Limits; Date of Receipt.

(a) All time limits in this Policy may be extended by mutual agreement of the parties in writing. For the purpose of determining deadlines for actions as set forth in this Policy, the parties agree that, if said deadline falls on a weekend or University recognized holiday, the deadline for said action shall be on the following business day. Mutual agreement may be evidenced by e-mail exchanges. Upon the failure of the complainant or the PBA LTS, 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 without further appeal.

(b) The date of receipt shall not be included in the count of days. Compliance with any time limit under this Policy shall be determined by the date-stamped receipt executed by the office receiving the complaint or the person receiving the decision. If there is difficulty in meeting any time limit in Step 1 or Step 2, a representative may sign such documents for the complainant, however, complainant's signature shall be provided prior to the Step 2 panel hearing.

**PROCEDURES:**

1. Informal Resolution Process

The parties strongly encourage the informal resolution of issues that may be complaints under this policy. The complainant may (but is not required to) attempt to resolve his/her complaint with the Chief of the FIUPD or his/her designee. Discussions will be informal for the purpose of settling differences in the simplest and most effective manner. Should the complainant wish to pursue an informal resolution of a complaint, he/she must request a meeting with the Chief or designee within five (5) days from the act or omission giving rise to the complaint or the date on which the complainant knew or should reasonably have known of such act or omission if that date is later. The Chief or designee will respond with a meeting date and time within five (5) days of the request. If the Chief or designee determines that the Department action should be changed, the Chief or designee will offer the change to the complainant. If the complainant accepts the change, the matter will be considered resolved and there will be no further review. If the Chief or designee determines that the Department action was appropriate or the complainant does not accept the modification offer, the complainant will be informed that he/she can choose to use the Step 1 review process; the Department action will be unchanged. If the complainant chooses to appeal the Department action by initiating the Step process, all parties agree that no one will mention any details about the informal resolution process at Step 1 or Step 2.

2. **Step 1.**

(a) **Filing.** If the complaint has not been satisfactorily resolved through the informal resolution process or if the complainant has chosen to not use the informal resolution process but wants to file a complaint, the complainant or the PBA LTS may file Step 1 by filing a fully executed Step 1 form (attached). The Step 1 form must be filed with the Senior Vice President of Human Resources or designee within ten (10) days of conclusion of the informal resolution process if used or within ten (10) days from the act or omission giving rise to the complaint or the date on which the employee knew or should reasonably have known of such act or omission if the complainant did not use the informal process.

(b) **Meeting.** The Senior Vice President for Human Resources or designee shall investigate the alleged complaint and shall, within fifteen (15) days or other mutually agreeable date following the receipt



of the written complaint, conduct a meeting between the Senior Vice President for Human Resources or designee, other University representatives as necessary, the complainant and/or the complainant's Union representative. Any party bringing legal counsel to the Step 1 meeting shall provide at least five (5) days' advance written notice to all other parties before the Step 1 meeting. The parties present at the Step 1 meeting shall discuss the complaint. At the Step 1 meeting, the complainant shall have the right to present any evidence in support of the complaint.

(1) Documents. In advance of the Step 1 meeting, the complainant shall have the right, upon written request to the Senior Vice President of Human Resources or designee, to a copy of any identifiable documents relevant to the complaint.

(2) Decision. The Senior 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 the PBA LTS. Failure of the Senior 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 2 except as provided otherwise in this section. If the University fails to provide a Step 1 decision within the time limits provided in this Policy due to a University-caused delay, the University shall pay all costs of the Step process should the PBA LTS elect to take the complaint to that step except as otherwise provided in this section. Only complaints involving severe discipline (as defined by the Disciplinary Actions Policy) are permitted to proceed to Step 2.

3. Step 2. Neutral, Internal Resolution of Policy Disputes by a Panel

(a) Filing. If the complaint has not been satisfactorily resolved at Step 1 or the Senior Vice President of Human Resources or designee has failed to respond within the Step 1 deadlines, PBA LTS may proceed to Step 2 by filing a fully executed Step 2 form (attached). The Step 2 form must be filed with the Senior Vice President of Human Resources or designee within seven (7) days after receipt of the Step 1 decision by the complainant, the complainant's representative, and the PBA LTS or when the decision was due in the Step 1 process. The complaint may be withdrawn by the complainant at any point prior to issuance of the Panel's decision by providing written notification to the Senior Vice President of Human Resources or designee. In complaints alleging a violation of BOT-PBA LTS regulations, University regulations, policies, and/or Department SOPs that involve mandatory subjects of bargaining as defined by the Public Employees Relations Commission, a self-represented complainant, or a complainant represented by a non-PBA LTS representative, must obtain written approval from the PBA LTS prior to proceeding to Step 2. In these cases, the PBA LTS also has the option of taking over representation of the complaint.

(b) Selection of the Panel Members. Within seven (7) days after receipt of the Step 2 form, representatives of the University and the PBA LTS shall designate their members to the Panel using the method described below.

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

(2) The PBA LTS President or designee shall appoint one (1) member of the Panel who shall be a current or former law enforcement officer certified in the State of Florida.

(3) The third member of the Panel shall be a professional mediator or arbitrator selected off a list of seven (7) names provided by the AAA utilizing an alternate striking method with

the University striking first. The parties will strike within seven (7) days upon the last party's receipt of the list.

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

(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) Unless the parties agree in writing to the contrary, only one complaint may be submitted to the Panel at any one hearing.

(2) 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. The 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 to it 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 the date the complaint was originally filed under this Policy.

(f) Conduct of The 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 Panel shall determine the issue.

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, and except where prohibited by law, 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 AAA.

(g) Effect of Decision.

The decision or award of the Panel shall be final and binding upon the University, the PBA LTS, and the complainant provided that any party may appeal to an appropriate court of law a decision claiming that the Panel decision was rendered was 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.

(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 University and the PBA LTS unless an employee is self-represented or represented by a non-PBA LTS representative, in which case the employee and the University shall be responsible for all fees and expenses associated with the Panel. The University and the PBA LTS shall bear its respective cost of preparing and presenting its own case. If the employee is self-represented or represented by a non-PBA LTS representative, then he/she shall bear the cost of preparing and presenting his/her own case. Expenses of obtaining a hearing room, if any, shall be equally divided between the University and the PBA LTS (or the employee if he/she is self-represented or represented by a non-PBA LTS representative). . The cost of the written transcript, if requested by both parties to a complaint (the University and either the PBA LTS or employee if self-represented or represented by a non-PBA LTS representative), will be shared by both parties.

(j) The PBA LTS may abandon or settle a complaint.

(k) The PBA LTS shall have only one opportunity to amend or supplement the complaint. No complaint can be amended or supplemented after Step 1.

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, including email. An e-mail is an acceptable form of delivery unless otherwise noted in this Policy.

(b) Precedent.

No complaint informally resolved or by using the Neutral, Internal Resolution of Policy Disputes this Policy Dispute Resolution Process shall constitute a precedent for any purpose unless agreed to in writing by the University Senior Vice President of Human Resources or designee, the complainant, complainant's representative if different from the PBA LTS, and/or PBA LTS

(c) Reprisal.

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

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 Chief or his/her designee by that date or the complainant chose not to use the informal resolution process, the dispute shall be heard at Step 1 by the Senior Vice President of Human Resources or designee no more than seven (7) days after a request for a Step 1 review has been filed. The Senior Vice President of Human Resources or designee shall issue a Step 1 decision no more than three (3) days after the Step 1 meeting. A request for resolution by the Step 2 Panel shall be filed with the Senior Vice President of Human Resources or designee within seven (7) days after receipt of the Step 1 decision. The Step 2 Panel shall be selected using the same process as for Step 2 but no more than seven (7) days after a request for a resolution by a Neutral Panelist is received. The Step 2 Panel will hold a hearing within seven (7) days after being selected. The Step 2 Panel shall issue a memorandum of decision within seven (7) days following the conclusion of the Step 2 hearing to be followed by a written opinion and award in accordance with the provisions of this Policy.

(b) All other provisions of this Policy shall apply to these complaints except as noted above.

## **PERMANENT STATUS FOR CERTIFIED LAW ENFORCEMENT PERSONNEL**

**Purpose:** To define permanent status for employees in a certified law enforcement personnel class.

**Policy:** Certified law enforcement personnel earn "permanent status" in a class after successfully completing the probationary period for that class. Permanent status provides the employee with the right to appeal any severe disciplinary action while serving in the class. Until the newly hired law enforcement officer achieves permanent status, the employee serves a probationary period. If the University separates the newly hired employee during his/her probationary period, he/she is not entitled to any review of the decision under the Neutral Internal Resolution of Disputes policy or any other University policy.

The standard probationary period for all certified law enforcement personnel shall be twelve (12) months from either the date of hire or date of certification as a State of Florida Law Enforcement Officer, whichever is later, for new law enforcement personnel. The standard probationary period shall be twelve (12) months from the date of promotion for newly promoted certified law enforcement personnel. The Chief or his/her designee retains the discretion to extend any probationary period.

Prior to the expiration of the probationary period, the Chief of University Police will make a decision regarding retention of the certified law enforcement employee in a permanent status position. The failure of a certified law enforcement employee to pass or complete probation shall not be appealable to any authority; however, an employee who fails to pass a promotional probation period will be returned to their prior position with appropriate reduction in salary.

## RESTRICTED LEAVE

### STATEMENT

It is the policy of the Florida International University Police Department (FIUPD) to provide effective and efficient police services to the community. Safety is paramount, and the FIUPD will use all resources in the most prudent manner to accomplish its core mission of service and security. There are times or events when the effective, efficient and safe operations of the department require the restriction of leave, including but not limited to, scheduled days off. All factors will be taken into consideration when restricting leave, including but not limited to, officer safety, safety of the community, efficient and effective police operations. Restricting leave will never be used punitively and will be implemented strictly, when operational necessity demands it.

The FIUPD may restrict leave during emergencies or events that require all personnel be on-duty to provide effective and efficient police services. Restricted leave may be for the following pre-planned events or unplanned emergencies, such as but not limited to:

1. Commencement;
2. New Semester Traffic;
3. Convocation;
4. Dignitary Event;
5. Inclement Weather;
6. Catastrophic Incident;
7. Special Operations.

The Chief of Police or designee will have the discretion to restrict leave for all or specific units within the department.

Command staff will make every reasonable effort to provide employees with four (4) weeks advanced notice before restricting leave unless there is a catastrophic event. In some cases, such as a catastrophic event, leave may need to be restricted with little or no warning.

1. Leave will be honored if requested and approved prior to the restriction announcement. (Please also see FIUPD SOP 1-7, Emergency Mobilization).

### Sick Time Usage

1. Personnel using sick leave during a period when leave has been restricted will be required to bring a note from a physician confirming the employee was ill and unable to come to work. The nature of the illness should not be included in the note.
2. Personnel not in compliance with the above requirement may be subject to disciplinary action, including but not limited to termination.

### REASON

To establish a policy to provide Florida International University Police Department (FIUPD) personnel guidance on restricted leave.

## **SENIORITY**

- A. Seniority shall be defined as continuous paid service within the job classification, provided, however, that any unauthorized absence for three (3) or more consecutive work days shall be considered a break in service. Seniority shall be computed from the date of appointment. In the event that an employee who has been promoted into a higher grade is subsequently demoted and/or returns to a lower grade, the accrued seniority in the higher grade will be added to the previously earned seniority in the lower grade. Seniority shall accumulate during absence because of illness, injury, vacation, military leave or other authorized paid leave. Employees on authorized unpaid leave shall not lose previously accrued seniority, but shall not accumulate seniority during an unpaid leave.
- B. Seniority shall be a consideration regarding shift assignment, days off, and equipment assignment unless there is an operational need within the Department including, but not limited to, an emergency. Employees will be given fourteen (14) days' notice prior to any transfer resulting in a change of campus site (i.e., the Modesto Maidique Campus, the Biscayne Bay Campus), shift times, or days off. The employee may waive the notice period if he/she so desires.

In setting vacation leave schedules, seniority within the same job classification will be a consideration regarding preferences as to vacation leave dates. Employees may request vacation leave at any time. The scheduling of such leave is within the approval and at the discretion of the Chief or his/her designee. Such approval shall not be arbitrarily withheld. Requests for vacation leave will be approved or disapproved within a reasonable time. The parties recognize the necessity of controlling the number of employees on vacation at any given time and agree that FIU has the authority to maintain a workforce adequate to meet the objectives of the Chief and FIU.

- C. In the event of a vacancy in any division or unit (not a promotional vacancy), seniority will be considered.
- D. The University shall maintain a roster of employees arranged by job classification, according to seniority showing name, position class and seniority date.
- E. Shift bidding for location, shift time, and days off shall occur three (3) times a year in accordance with seniority. A proposed schedule with the allotted location, duty hours, and days off shall be posted, and bargaining unit members must submit their bid preferences within fifteen (15) calendar days thereafter whenever practicable. The University will then post the shift schedule twenty (20) calendar days prior to the shift change whenever practicable.
- F. The Chief of the University Police Department or his/her designee retains the discretion to assign an employee to any University location based on operational necessity and shall not be utilized as disciplinary action.

## **ARTICLE 26 PERMANENT STATUS**

The University shall maintain its policy, Permanent Status for Certified Law Enforcement Personnel, for the duration of the Agreement.

**ARTICLE 27  
DURATION OF AGREEMENT**

The term of this Agreement shall be from July 1, ~~2021~~ 2024 through June 30, ~~2024~~ 2027 and the Agreement shall be effective as of the date of ratification.

**FOR THE FLORIDA  
INTERNATIONAL UNIVERSITY  
ASSOCIATION BOARD OF TRUSTEES**

**FOR THE SOUTH FLORIDA POLICE  
BENEVOLENT**

\_\_\_\_\_  
Rogelio Tovar, Chairperson

\_\_\_\_\_  
Steadman Stahl, PBA President

\_\_\_\_\_  
Kenneth Jessell, University President

\_\_\_\_\_  
Michael Mattimore, Chief Negotiator

\_\_\_\_\_  
Brendan M. Coyle, Chief Negotiator

\_\_\_\_\_  
Liz Marston, Deputy General Counsel

\_\_\_\_\_  
Daniel Vazquez, PBA Counsel

\_\_\_\_\_  
Alexander Casas, Chief of Police

\_\_\_\_\_  
PBA Representative

\_\_\_\_\_  
El pagnier Hudson, Senior VP Human Resources

Date ratified by the PBA: \_\_\_\_\_

Date ratified by the Board of Trustees: \_\_\_\_\_