



FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES
GOVERNANCE COMMITTEE

Thursday, September 10, 2015
12:30 p.m. *approximate start time*
Florida International University
Modesto A. Maidique Campus
Graham Center Ballrooms

Committee Membership:

Albert Maury, *Board Chair*; Claudia Puig, *Board Vice Chair*; Cesar L. Alvarez; Jose J. Armas;
Jorge L. Arrizurieta; Gerald C. Grant, Jr.

AGENDA

- | | |
|--|----------------------|
| 1. Call to Order and Chair's Remarks | Albert Maury |
| 2. Approval of Minutes | Albert Maury |
| 3. Action Items | |
| G1. 2015 Florida Educational Equity Act Report | Shirlyon McWhorter |
| G2. Florida International University Board of Trustees Conflict of Interest Policy and Disclosure Form | M. Kristina Raattama |
| 4. New Business | Albert Maury |
| G3. Ratification of the 2015-2018 Collective Bargaining Agreement between The Florida International University Board of Trustees and The Dade County Police Benevolent Association Lieutenants Bargaining Unit | Kenneth A. Jessell |
| 5. Concluding Remarks and Adjournment | Albert Maury |

Next Governance Committee Meeting is scheduled for Wednesday, December 9, 2015

Approval of Minutes

Governance Committee Meeting

Date: September 10, 2015

Subject: Approval of Minutes of Meeting held June 3, 2015

Proposed Committee Action:

Approval of Minutes of the Governance Committee meeting held on Wednesday, June 3, 2015 at the FIU, Modesto A. Maidique Campus, the Patricia & Phillip Frost Art Museum, room 105-107.

Background Information:

Committee members will review and approve the Minutes of the Governance meeting held on Wednesday, June 3, 2015 at the FIU, Modesto A. Maidique Campus, the Patricia & Phillip Frost Art Museum, room 105-107.



**FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES
GOVERNANCE COMMITTEE
MINUTES
JUNE 3, 2015**

1. Call to Order and Chair's Remarks

The Florida International University Board of Trustees' Governance Committee meeting was called to order by Board Chair Albert Maury on Wednesday, June 3, 2015 at 12:25 p.m. at the Modesto A. Maidique Campus, Patricia & Phillip Frost Art Museum, room 105-107.

The following attendance was recorded:

Present:

Albert Maury, *Board Chair*
Sukrit Agrawal
Cesar L. Alvarez
Jose J. Armas

Excused:

Claudia Puig, *Interim Board Vice Chair*
Jorge L. Arrizurieta

Trustees Alexis Calatayud, Gerald C. Grant, Jr., Natasha Lowell, Justo L. Pozo and Kathleen L. Wilson and University President Mark B. Rosenberg were also in attendance.

2. Approval of Minutes

Board Chair Maury asked if there were any additions or corrections to the minutes of the March 26, 2015 Governance Committee meeting. A motion was made and passed to approve the minutes of the Governance Committee meeting held on Thursday, March 26, 2015.

3. Action Items

G1. Approval of the Amendment to the Bylaws of the Florida International University Research Foundation, Inc.

Vice President of Research Andres G. Gil presented the Amendment to the Bylaws of the FIU Research Foundation, Inc. for Committee review, noting that the change to the Bylaws consisted of moving the Annual Meeting from November to October. He added that the amendment was approved by the FIU Research Foundation, Inc.'s Board of Directors during their May 11, 2015 meeting.

A motion was made and passed that the FIU Board of Trustees Governance Committee recommend that the Board of Trustees approve the amendment to the Bylaws of the Florida International University Research Foundation, Inc.

G2. University and President's Performance Goals, 2015-16

Board Chair Maury noted that University President Mark B. Rosenberg submitted a list of goals to be considered for his 2015-16 management review. Board Chair Maury stated that in accordance with the President's employment agreement, the goals were taken directly from the University Work Plan which the Board of Trustees adopted on May 1, 2015. Board Chair Maury presented the 2015-16 University and President's Performance Goals for Committee review, which he noted consisted of the Board of Governors' 10 performance funding metrics given the increasing importance of Performance Funding to the University's budget.

A motion was made and passed that the FIU Board of Trustees Governance Committee recommend that the Board of Trustees adopt the University and President's Performance Goals, 2015-16.

G3. University President's Incentive Goals, 2015-16

Board Chair Maury noted that President Rosenberg submitted a list of goals to be considered for incentive compensation for the 2015-16 academic year. Board Chair Maury presented the 2015-16 University President's Incentive Goals for Committee review, noting that the goals focus on key aspects of the University's activity including research and graduate education, fundraising, preparation of students for employment, and community engagement.

Trustees engaged in a discussion with the President and members of the executive team regarding the incentive goals, with an emphasis on the research expenditures goal. Provost and Executive Vice President Kenneth G. Furton noted that despite a decline in federal funding, the University will continue to increase research doctoral degree production and will pursue Carnegie's Very High Research designation. Senior Vice President of Administration and Chief Financial Officer, Kenneth A. Jessell, added that as reflected in the proposed 2015-16 FIU Operating Budget, the University will allocate approximately \$3M from the Grants and Contracts Fund Balance for critical research investments. He stated that strategic investments in laboratories and startups will contribute to the continued growth of the University's research enterprise.

A motion was made and passed that the FIU Board of Trustees Governance Committee approve the University President's Incentive Goals for the 2015-16 academic year.

4. New Business

No new business was raised.

5. Concluding Remarks and Adjournment

With no other business, Board Chair Albert Maury adjourned the meeting of the Florida International University Board of Trustees' Governance Committee on Wednesday, June 3, 2015 at 12:53 p.m.

There were no Trustee requests.

MB 6.19.15

Governance Committee Meeting

Date: September 10, 2015

Subject: 2015 Florida Educational Equity Act Report

Proposed Committee Action:

Recommend that the Florida International University Board of Trustees approve the 2015 Florida Educational Equity Act Report.

Background Information:

In accordance with Florida Board of Governors Regulation 2.003, Equity and Access, Florida International University has prepared an annual Florida Equity Report for 2014-15 that encompasses enrollment, gender equity in athletics, and employment.

The Florida International University Board of Trustees must approve the annual University's Equity Report prior to submission to the Florida Board of Governors.

The University President shall submit the Report to the Chancellor of the State University System.

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

2015 FLORIDA EDUCATIONAL EQUITY ACT REPORT



2015

Florida Equity Report:



Data Year: July-June, 2014-2015

Albert Maury	Date
Chairman, University Board of Trustees	

Dr. Mark B. Rosenberg	Date
University President	

Prepared by:

Shirlyon J. McWhorter, Esq., Director
Equal Opportunity Programs & Diversity
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Date Sent:

FLORIDA EQUITY REPORT 2014-2015

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University President EEO Policy Statement

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

PART I. Executive Summary

Florida International University is a vibrant, student-centered public research university, ideally located in Miami, that is worlds ahead in its commitment to learning, research, entrepreneurship, innovation, and creativity so that our graduates are prepared to succeed in a global market. As Miami's first and only public research university offering bachelor's, master's, and doctoral degrees, FIU is worlds ahead in its service to the academic and local community. FIU is the fourth largest public university in the nation with a diverse student body of 54,000, and more than 115,000 FIU alumni who live and work in South Florida.

FIU has two major campuses: Modesto A. Maidique Campus in West Miami-Dade County, and Biscayne Bay Campus in North Miami Beach. FIU also has other locations which include the Engineering Center, the FIU at I-75 in Miramar, Florida, the business center in Downtown Brickell, the Miami Beach Urban Studios and the Wolfsonian FIU on South Beach.

The guidelines for this report were provided by the Florida Board of Governors, which oversees the State University System of Florida. The FIU Office of Equal Opportunity Programs and Diversity (EOPD) assembled a committee comprised of representatives from Student Affairs, Academic Affairs, Athletics, Human Resources, Office of Planning and Institutional Research, Enrollment Management and Services, and other offices to complete this report (see Appendix A).

The Annual 2014-2015 Florida Educational Equity Act (FEEA) report encompasses three areas: Enrollment, Athletics, and Employment as required by Florida Statutes. The FEEA Report is prepared by FIU's Director of EOPD with the assistance of the Equity Report Committee and approved by the President and the University's Board of Trustees. In addition, the report is presented to the Governance Committee of the University Board of Trustees before it is approved by the full Board.

The University's Equity Report reflects initiatives and progress made over the past year:

POLICIES AND PROCEDURES IN SUPPORT OF EQUITY (Part II)

Florida International University values diversity. The University strives to create an environment that supports all aspects of diversity and inclusion. The University is committed to removing barriers to the recruitment, retention and advancement of students, faculty and staff, as well as prohibiting discrimination. FIU reaffirmed its commitment to ensure that each member of the University community shall be permitted to work or study in an environment free from any form of illegal discrimination by adopting FIU-105 [Prohibited Discrimination](#).

ACADEMIC PROGRAM REVIEW (Part III)

- Hispanic students were awarded the largest number of master's degrees with 1,458 conferrals representing 46.2% of the total number of master's degrees awarded in 2013-2014, an eight percent increase from degrees awarded in 2012-2013. Non-Resident Alien (NRA) students accounted for the second largest fraction at 18.8% of the total number of master's degrees awarded in the AY 2013-2014. The percentage of Master's degrees awarded to Black students remained the same at 12.2%, but the actual number of degrees awarded increased from 367 degrees awarded in 2012-2013 to 385 awarded in 2013-2014. Asian/Pacific Islander students accounted for 3.2% of the total master's degrees conferred. White students were awarded 16.7% of all degrees conferred.
- The **Golden Scholars (GS) Bridge Program** is a collaborative commitment among FIU's departments of Student Access and Success, Academic Advising, Enrollment Management and Services, and the Office of Engagement. The program is designed to assist eligible first-time college students with a seamless transition into FIU. The program aims to create a strong academic foundation that will lead to academic success, retention and graduation in a timely manner with academic support, advising and campus resource workshops. The 2014 Golden Scholars Summer Bridge cohort consisted of 50 students. There was a two percent Fall matriculation increase compared to the 2013 Golden Scholars cohort. The average entering GPA of 2014 Golden Scholars cohort for the Summer term was calculated as 3.47. The average Fall matriculation GPA for the 2014 Golden Scholars cohort was calculated as 2.84. Since launching Golden Scholars in 2012, the Program continues to provide access to qualified students while helping to promote student success.
- The **Fostering Panther Pride** program was developed to provide additional support and assistance to both Undergraduate students who were part of the state's foster care system and to students who need assistance with finding a place to live (i.e., homeless students). This past year, FIU hired a Success Coach to work with the Fostering Panther Pride program to ensure that students have access to both campus and community resources.
- The **Education Effect** partnership with Miami Northwestern Senior High School is serving over 1,700 students. In the spring of 2014, a new partnership was announced with Booker T. Washington High School to serve 1,000 students. The partnerships also works with another 3,000 students in the feeder patterns of both schools. The vision of The Education Effect is to ensure that all students are provided access to a high quality equitable public education. The Education Effect was recognized by the White House in the spring of 2014 for its effort to help Miami Northwestern Senior High School (Miami, FL) achieve the first "A" grade in the school's history. As part of this recognition, FIU is committed to increasing access to underrepresented students through engagement in the community, community based organizations and national initiatives such as My Brother's Keeper, 100 Black Men and pre-collegiate programs.
- The **Dual-Admission Program (DAP)** continues to provide access to students who do not meet FIU's entry criteria after high school graduation. Participating colleges are Miami Dade College (MDC), Broward College, Palm Beach State College and Florida Keys College; with MDC providing the larger cohort of participants each year. Identified FIU

applicants are invited to accept admissions to one of four colleges to pursue an Associate's degree. Upon successful completion of their degree, DAP participants are guaranteed admission to any of the non-limited access programs offered at FIU. Since its inception in 2006, over 11,043 students have accepted FIU's offer of admissions into the program; 2779 have transitioned back to FIU; and 1215 have graduated from FIU as of August 2015. FIU continues to strive for improvement in this area and has dedicated additional resources to facilitate participant transition by hiring bridge advisors to work on-site with students, moving orientation for new Dual Admission Program participants to the state college campuses, and adding events for students to learn about transitioning back to FIU as they attend classes at one of the partner campuses.

- The **McKnight Fellows Program** is designed to address the under-representation of African American and Hispanic faculty at colleges and universities in the state of Florida by increasing the pool of citizens qualified with Ph.D. degrees to teach at the college and university levels. Newly admitted doctoral students who have been awarded a McKnight Fellowship from the Florida Education Fund are eligible to receive University Graduate School (UGS) Enhancement Funding. Six new McKnight Fellows started at FIU in Fall Semester 2014. McKnight Fellows, who are Black or Hispanic doctoral students are supported by the Florida Education Fund (FEF). They will receive a \$10,000 enhancement and a medical insurance supplement from the (UGS) at FIU. UGS awarded five institutionally funded McNair Graduate Fellowships to new students starting in Fall Semester 2014. In addition, UGS finalized the Memorandum of Understanding (MOU) for the Florida A&M University graduate feeder program which was initiated in Fall 2014. The mission continues to be to increase under-represented populations receiving graduate degrees.
- The **Department of Housing and Residential Life** is guided by the belief that celebrating diversity enriches and empowers the lives of all people. This is accomplished through the department's policies as well as programmatic, staffing and educational initiatives. There were a total of 104 diversity programs conducted in the FIU residential areas during the 2013-2014 academic year and a total of 123 programs during the 2014-2015 academic year.

GENDER EQUITY IN ATHLETICS (Part IV)

In the Fall 2014 semester, females comprised 56% of students enrolled full-time at the University compared to 48.3% of student-athletes. This component does not meet compliance due to the more than 5% gap between the percentage of participants and the percentage of female students enrolled in Fall 2014. However, all areas were assessed as equitable as FIU Athletics provided 11 varsity sports for women and 7 for men. The Athletic Department will continue efforts to increase the participation rates of female versus male student-athletes by proactively inviting walk-ons to the female sports programs, increasing female participation in track and field and placing a roster cap on the male sports. Athletics will also add the final allowable scholarship to sand volleyball.

EMPLOYMENT REPRESENTATION (Part V)

From 2009-2014, the University successfully increased its percentage of Tenured Professors from the ethnic/racial protected classes by 12%. The Non-Resident Alien and Female categories had the highest increases with gains of 42.9% and 28.8%, respectively. Moreover, the amount of Black

Tenured Professors increased by 7.4% and Hispanic Tenured professors by 4.8%. In 2013-2014, the University's overall increase of Tenured Professors from ethnic/racial protected classes was 4.1%. The Non-Resident Alien category had the largest gains this year with a 25% increase. The University remains committed to recruiting and retaining a diverse faculty.

Description of Plan Development

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

Appendix A

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

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

PART II. Policies and Procedures in Support of Equity

The following policies and procedures have been specifically formulated to ensure equity at Florida International University. The policies and reporting procedures are updated on the webpage on an annual basis, or as often as necessary, and are widely disseminated to the university community.

Policies and Procedures

Accommodation of Employees with Disabilities

<http://hr.fiu.edu/uploads/EOPD/Disability.pdf>

FIU-105 Non-Discrimination Policy & Discrimination Complaint Procedures

<http://regulations.fiu.edu/regulation>

Accommodations at University Sponsored Public Events for Persons with Disabilities

http://hr.fiu.edu/uploads/file/Acc_Pu_Events.pdf

AIDS Policy

<http://hr.fiu.edu/uploads/file/AIDS.pdf>

Language in the Workplace

http://hr.fiu.edu/uploads/EOPD/Lang_Work.pdf

Processing of Discrimination Complaints Filed with External Compliance Agencies

<http://hr.fiu.edu/uploads/EOPD/Discrimination.pdf>

Key for following tables and charts:

Non Resident Alien (NRA)
Black or African American (B)
American Indian or Alaskan Native (AI/AN)
Asian (A)
Hispanic (H)
Native Hawaiian / Other Pacific Islander (NH/OPI)
White (W)
Two or More Races (≥Two)
Other, Not Reported (Unk)

PART III. Academic Program Reviews

Under the Academic Program Reviews, as many as eight (8) areas of review are required of each university with programs at the specified levels. These annual analyses display enrollment at these eight levels for protected class students, female, and the four race/ethnic codes. Additionally, they display official totals including white, non-resident alien, and unreported or unknown. Universities not offering programs at one or more levels should key the charts with zeroes to present a complete report.

Key for all tables and charts

- NRA = Non-Resident Alien*
- B = Black
- AI/AN = American Indian/Alaskan Native
- A = Asian
- H = Hispanic
- NH/OPI = Native Hawaiian/Other Pacific Islander
- W = White
- \geq Two = Two or more races
- UNK = Unknown

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

Program Area: UNDERGRADUATE STUDENTS

ENROLLMENT

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

Chart 1. Full-time First-Time-In-College Enrollment, Fall 2014 and Early Admits

	NRA	B	AI/AN	A	H	NH/OP I	W	\geq Two	Unk	T
Men	54	157	0	51	1144	2	148	78	9	1643
Women	72	234	0	58	1468	2	168	110	6	2118
Total	126	391	0	109	2612	4	316	188	15	3761
Category % of Total	3.4%	10.4%	N/A	2.9%	69.4%	0.1%	8.4%	5.0%	0.4%	100.0%

Source: IPEDS 2014-15 Part A, Fall enrollment by race, ethnicity, and sex. Column 1, First time students.

Benchmark for Data Assessment: The specific comparison benchmark for First Time in College (FTIC) enrollment is the percent of under-represented FTIC minorities at FIU versus the percent of under-represented FTIC minority students throughout the State University System (SUS). The most recent comparative data published by the Florida Board of Governors is for Fall 2012.

Data Assessment: Last year, 82.85% of the FTICs at FIU were under-represented minorities. In the Fall 2011 term this percentage was 83.8% of full-time FTICs students from under-represented groups. Therefore, FIU exceeds the 80% benchmark on percent of under-represented FTIC minorities.

Targeted Improvement:

The **Golden Scholars Bridge Program (GS)** was established in the summer of 2012 as an access and success initiative targeting underrepresented minorities primarily from Title I and Schools In Need of Improvement (SINI) from Miami-Dade County Public Schools. GS is an alternative admissions program for selected under-represented students who are low income and will be the first generation in their households to attend college. Students in the program are required to live in residential facilities on campus and receive financial aid packages that cover 100% of their cost of attendance, including room and board, books, and all tuition and fees.

The first cohort of Golden Scholars entered FIU in 2012. Of the original 40 students, 85% have remained enrolled through the spring term. The second cohort, 2013, 77% of the 45 students remained enrolled through the spring term.

The **Education Effect** partnership with Miami Northwestern Senior High School is serving over 1,700 students. In the spring of 2014, a new partnership was announced with Booker T. Washington High School to serve 1,000 students. The partnership also works with another 3,000 students in the feeder patterns of both schools. The vision of The Education Effect is to ensure that all students are provided access to a high quality equitable public education. The partnerships raise the platform for educational equity by supporting and challenging students to acquire the knowledge, skills and dispositions needed to effectively graduate high school and enroll and succeed in credit-bearing, first-year courses at a two or four postsecondary institution. It also supports the individual needs of students' as they reach and grow to their full potential by increasing resources and fastening. The Education Effect leverages the vastness of FIU and resources (faculty, staff, students, and campus resources) to positively impact "whole child, whole school, and whole community" through strategic collaborations that increase the collective capacity for all children to succeed and thrive in education. The Education Effect was recognized by the White House in the spring of 2014 for its effort to help Miami Northwestern Senior High School (Miami, FL) achieve the first "A" in the school's history. As part of this recognition, FIU is committed to increasing access to underrepresented students through engagement in the community, community based organizations and national initiatives such as My Brother's Keeper, 100 Black Men of America and pre-collegiate programs.

The **Dual-Admission Program (DAP)** continues to provide access to students who do not meet FIU's direct entry criteria immediately after high school graduation. Participating colleges are Miami Dade College (MDC), Broward College, Palm Beach State College and Florida Keys College; with MDC providing the larger cohort of participants each year. Selected FIU applicants are invited to accept admissions to one of four colleges to pursue an Associate's degree. Upon successful completion of their degree at the college chosen, DAP participants are guaranteed admission to any of the non-limited access programs offered at FIU. Since its inception in 2006, 10,378 students have accepted FIU's offer of admissions into the DAP with 1,031 of them graduating from FIU programs to date. FIU continues to strive for improvement in these outcomes and have dedicated additional resources to facilitate participant transition

by hiring bridge advisors to work on-site with students. We currently have bridge advisor offices at three MDC campuses—Kendall, Wolfson, and West.

Chart 2. Full-time Florida College System A.A. Transfers, Fall 2014 and Summer 2014										
	NRA	B	AI/AN	A	H	NH/OPI	W	≥ Two	Unk	T
Men	212	204	0	40	745	1	144	34	6	1386
Women	257	273	2	27	1055	2	194	51	7	1868
Total	469	477	2	67	1800	3	338	85	13	3254
Category % of Total	14.4%	14.7%	0.1%	2.1%	55.3%	0.1%	10.4%	2.6%	0.4%	100.0%
<i>Source: IPEDS 2014-15 Part A, Fall enrollment by race, ethnicity, and sex. Column 2, Transfer-In</i>										

Data Assessment: The Florida Education and Training Placement Information Program (FETPIP) is a data collection and consumer reporting system established by Florida Statutes Section 1008.39 to provide follow-up data on former students and program participants who have graduated, exited or completed a public education or training program within the State of Florida. According to the most recent FETPIP report, 26,974 AA graduates from 2012-2013 enrolled in Florida public universities. This cohort consisted of 45.4% minority students in the following racial groups: 3.7% Asian, 13% Black, 28.7% Hispanic and .003% American Indian. In comparison, at FIU, 73.4% of full-time AA transfers at FIU in Fall 2012 were minority students consisting of 2.1% Asian, 14.5% Black, 56.6% Hispanic, 0.1% American Indian, and 0.1% Native Hawaiian or Other Pacific Islanders. In comparison, 72.3% of full-time AA transfers at FIU in Fall 2012 were minority students consisting of 2.1% Asian, 14.7% Black, 55.3% Hispanic, 0.1% American Indian, and 0.1% Native Hawaiian or Other Pacific Islanders.

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

STUDENT RETENTION

Chart 3. Retention of Full-Time FTICs Entering Fall 2014, or Summer 2014 and Continuing into Fall, After One Year												
	NRA	B	AI/AN	A	H	NH/OPI	W	≥ Two	Unk	Female	Male	Total
Cohort	168	496	4	144	2947	10	413	88	31	2351	1950	4301
Category % of Total	3.9%	11.5%	0.1%	3.3%	68.5%	0.2%	9.6%	2.0%	0.7%	54.7%	45.3%	100.0%
After 1 year	148	413	3	131	2527	6	310	64	24	2019	1607	3626
Retention Rate	88.1%	83.3%	75.0%	91.0%	85.7%	60.0%	75.1%	72.7%	77.4%	85.9%	82.4%	84.3%
<i>Source: BOG Retention File (Fall to Fall Persistence)</i>												

Data Assessment: The one-year retention rate of first-time, full-time freshman entering in the Fall or Summer of 2014 at FIU increased to 84.3% from 83.5% in Fall or Summer of 2013. The student group with the highest one-year retention rate was the Asian category, with a 3% increase in retention.

GRADUATION

Chart 4. Graduation Rate of Full-Time FTICs (Beginners and Early Admits) Entering Fall 2008, or Summer 2008 and Continuing into Fall After One Year

	NRA	B	AI/AN	A	H	NH/OPI	W	≥ Two	Unk	Female	Male	Total
Cohort	72	312	0	131	2106	4	455	6	16	1642	1460	3102
Category % of Total	2.3%	10.1%	N/A	4.2%	67.9%	0.1%	14.7%	0.2%	0.5%	52.9%	47.1%	100.0%
After 6 years												
Number of Graduates	44	141	0	77	1183	1	222	4	11	1014	669	1683
Percent Graduated	61.1%	45.2%	N/A	58.8%	56.2%	25.0%	48.8%	66.7%	68.8%	61.8%	45.8%	54.3%
Category % Graduated	2.6%	8.4%	N/A	4.6%	70.3%	0.1%	13.2%	0.2%	0.7%	60.2%	39.8%	100.0%
Number Retained	46	173	0	96	1434	1	251	6	12	1148	871	2019
Percent Retained	63.9%	55.4%	N/A	73.3%	68.1%	25.0%	55.2%	100.0%	75.0%	69.9%	59.7%	65.1%
Category % Retained	2.3%	8.6%	N/A	4.8%	71.0%	0.0%	12.4%	0.3%	0.6%	56.9%	43.1%	100.0%

Source: BOG Retention File

Data Assessment: The six-year graduation rate of full-time freshman in the Class of 2008 is 54.3%, which is an increase of 2.7% from the Class of 2007. The student group with the highest graduation rate is the Unknown category with a graduation rate of 68.8%. The student group with the highest increase from the Class of 2007 were White students with a 7.6% increase.

Chart 5. Bachelor's Degrees Awarded, AY 2013-2014

	NRA	B	AI/AN	A	H	NH/OPI	W	≥ Two	Unk	T
Men	228	336	2	101	2103	4	374	24	69	3235
Women	300	537	4	119	3242	3	500	58	69	4832
Total	528	873	6	220	5345	7	874	82	132	8067
Category % of Total	6.5%	10.8%	0.1%	2.7%	66.3%	0.1%	10.8%	1.0%	1.6%	100.0%

Source: IPEDS Completions 2014-15 report (degrees awarded AY 2013-14), GRAND TOTAL BY FIRST MAJOR, Bachelor's degrees. Chart for 99.0000, all disciplines.

Data Assessment: The rate of Bachelor's Degrees awarded increased by 4.1% from last year. The student group with the highest increase of Bachelor's Degrees awarded by ethnicity was Hispanic students with an increase of 1.7%.

Program Area: GRADUATE STUDENTS

Chart 6. Master's Degrees Awarded, Annual Year 2013 - 2014

	NRA	B	AI/AN	A	H	NH/OPI	W	≥ Two	Unk	T
Men	275	129	1	45	637	3	242	12	24	1368
Women	320	255	1	57	821	1	285	21	29	1791
Total	595	385	2	102	1458	4	527	33	53	3159
Category % of Total	18.8%	12.2%	0.1%	3.2%	46.2%	0.1%	16.7%	1.0%	1.7%	100.0%

Source: IPEDS Completions 2014-15 report (degrees awarded AY 2013-14), GRAND TOTAL BY FIRST MAJOR, Master's degrees. Chart for 99.0000, all disciplines.

Data Assessment of Master's Degrees Awarded

During the Academic Year 2013-2014, 3,159 master's degrees were conferred, an increase of 4% from AY 2012-2013. A total of 1,791 master's degrees were awarded to women (56.6%) compared to 1,368 master's degrees awarded to men (43.3%). Hispanic females represented the largest gender-specific fraction, 25.9%, followed by Hispanic males, 20.1% of the total number of master's degrees awarded for AY 2013-2014. White and Black females represented 8.1% and 9.0% of masters degrees awarded in AY 2013-2014, respectively.

In comparison with AY 2012-2013, both female and male students made gains in the total number of master's degrees awarded, such that the proportion of degrees awarded to females held steady at ~ 56%. For the AY 2013-2014, females within the Black, Asian/Pacific Islander, Hispanic and White categories were awarded more master's degrees in comparison to their male counterparts, a trend that was also observed in AY 2012-2013.

Hispanic students were awarded the largest number of master's degrees, with 1,458 conferrals representing 46.2% of the total number of master's degrees awarded in 2013-2014, an eight percent increase from degrees awarded in 2012-2013. Non-resident alien (NRA) students accounted for the second largest fraction at 18.8% of the total number of master's degrees awarded in the AY 2013--2014. The percentage of master's degrees awarded to Black students remained the same at 12.2%, but the number increased from 367 degrees awarded in 2012-2013 to 385 awarded in 2013-2014. Asian/Pacific Islander students accounted for 3.2% of the total master's degrees conferred. White students were awarded 16.7% of all degrees conferred.

Chart 7. Doctoral Degrees Awarded, Annual Year 2013-2014										
	NRA	B	AI/AN	A	H	NH/OPI	W	≥ Two	Unk	T
Men	39	6	0	4	15	0	12	0	0	76
Women	27	9	0	3	16	0	27	0	1	83
Total	66	15	0	7	31	0	39	0	1	159
Category % of Total	41.5%	9.4%	N/A	4.4%	19.5%	N/A	24.5%	N/A	0.6%	100.0%
<i>Source: IPEDS Completions 2014-15 report (degrees awarded AY 2013-14), GRAND TOTAL BY FIRST MAJOR, Doctor's degree-research scholarship. Chart for 99,000, all disciplines.</i>										

Data Assessment of Doctoral Degrees Awarded

A total of 159 research doctoral degrees were conferred for AY 2013-2014 (Chart 7), up from 156 doctoral degrees conferred in AY 2012-2013. The majority of doctoral degrees (52.2%) were awarded to female students. The largest increase was noted in the doctoral degrees awarded to Hispanic students, up from 14.1% (22) of total degrees awarded in AY 2012-2013 to 19.5% (31) of total degrees awarded in AY 2013-2014.

A slight decrease was noted in doctoral degrees awarded to non-resident aliens (NRA) 41.5% (66) in AY 2013-2014 when compared to 47.4% (74) in AY 2012-2013. Black students represented 9.4% of the total doctoral degrees awarded in AY 2013-2014, compared to 7.7% in AY 2012-2013.

No doctoral degrees were recorded for the American Indian/Alaska Native group during the AY 2013-2014.

Chart 8. First Professional Degrees Awarded, Annual Year 2013-2014										
	NRA	B	AI/AN	A	H	NH/OPI	W	≥ Two	Unk	T
Men	0	9	1	5	43	0	71	0	2	131
Women	2	10	0	5	68	0	35	2	2	124
Total	2	19	1	10	111	0	106	2	4	255
Category % of Total	0.8%	7.5%	0.4%	3.9%	43.5%	N/A	41.6%	0.8%	1.6%	100.0%
<i>Source: IPEDS Completions 2014-15 report (degrees awarded AY 2013-14), GRAND TOTAL BY FIRST MAJOR, Doctor's degree - professional practice, Chart for 99.0000, all disciplines.</i>										

Data Assessment of First Professional Degrees Awarded

For AY 2013-2014, the designation of “Professional Doctorates” represents degrees awarded through the College of Law (JD) and the College of Nursing and Health Sciences (DPT-Doctorate Physical Therapy) (Chart 8). Two hundred fifty-five (255) degrees were awarded under the professional doctorate category.

Males represent 51.3% and females 48.6% of the degree recipients. Hispanic students represented the largest group with 43.5% of degree recipients, a slight increase from AY 2012-2013 (42.2%). White students represented the second largest group with 41.6% of degree recipients. Black students represented 7.5% of degree recipients, a significant decrease from AY 2012-2013 which was at 15.5%. There was a slight decrease in degrees granted to American Indian/Alaska Natives (0.4%) compared to AY 2012-2013 (1.2%). Non-resident aliens and Asian/Pacific Islander students represent a small fraction (<10%) of the professional degrees awarded.

Targeted Goals

After careful evaluation of our data, we have identified recruitment and retention of Black and Hispanic doctoral students as a primary goal for our graduate programs, specifically in the areas of Science, Technology, Engineering and Mathematics (STEM). Our goals are as follows:

1. To increase the proportion of research doctorates awarded to Black students by 0.5% each year so that by 2020 Black students will represent 18% of research doctorates awarded to domestic students.
2. To increase the proportion of research doctorates awarded to Hispanic students by 2.0% each year so that by 2020 Hispanic students will represent 38% of research doctorates awarded to domestic students.

Recruitment

The University Graduate School (UGS) has enhanced its strategic recruitment initiatives in order to address its minority student recruitment goals. Representatives of UGS attended four McNair Research Conferences and five minority-specific professional organization conferences (National Society for Black Engineers, Annual Biomedical Research Conference for Minority students, Emerging Research National Conference in STEM, the FGLSAMP Expo for the Alliance of Minority participation in STEM, and the Florida Education Fund McKnight Doctoral Fellowship program) for the purpose of recruiting underrepresented graduate students. Recruitment initiatives are also under way to continue expanding and strengthening the presence of FIU in minority-populated markets.

The UGS increased its participation in The National Consortium for Graduate Degrees for Minorities in Engineering and Science, Inc. (GEM) and hosted for a second time the GEM GRAD Lab in fall 2014. In AY 2013-2014, UGS played a key role in the development of the FIU/NSF Bridge to Doctorate (BD) site for the Florida-Georgia Louis Stokes Alliance for Minority Participation (LSAMP) program, which provides tuition scholarships and research experiences to a cohort of 17 African-American and Hispanic graduate students in STEM whose goal it is to obtain a doctoral degree. Of the 17 NSF BD fellows, one was awarded a 2015 NSF GRFP fellowship, four participated in summer research internship programs at the Naval Research Lab and Airforce Research Lab, and one was awarded an NSF I-Corps grant.

The UGS was recently invited to participate in the National Name Exchange (NNE). This is a consortium of fifty-five nationally-known universities which on an annual basis collect and exchange the names of talented underrepresented ethnic minority students who are in the sophomore, junior or senior year of their undergraduate education. The purpose of the exchange is to ensure that participating universities continue to identify a pool of qualified students who could be recruited to the graduate programs at these institutions.

As a result of our recent recruitment activities, FIU will have eight new McKnight Fellows starting in Fall Semester 2015. McKnight Fellows, who are Black and Hispanic doctoral students, are supported by the Florida Education Fund (FEF). They will receive a \$10,000 enhancement and a medical insurance supplement from UGS. The UGS also awarded its four institutionally funded FIU McNair Graduate Fellowships to new students starting in Fall Semester 2015. We are also expecting six new NSF Bridge to Doctorate students starting in Fall 2015.

Retention

The UGS funded several initiatives aimed at retaining minority graduate students and graduate students during the AY 2013-2014. UGS invited an interactive theater performance on Mentoring Graduate Students, led by the internationally-known Theater Delta Interactive Performance Group. The group focused on mentoring Underrepresented Racial and/or Ethnic Minority (URM) graduate students. Both faculty and graduate students attended the performance which led to a discussion on what approaches faculty and graduate students can follow when entering into a mentoring relationship.

The Graduate Minority Opportunities Program (GMOP) and the McNair Graduate Fellowship Award assisted in the retention of Black and Hispanic students through the implementation of the following activities:

- Awarded \$2,000 to all GMOP participants. Provided full financial support from UGS to McNair Fellows (largely URM master's and doctoral level students) through the first half of their graduate education, with a guaranteed graduate assistantship in the students' home departments during the second half of their graduate careers.
- Offered networking opportunities and retention-focused workshops (library research skills, writing skills, and graduate student life). Partnered with the Center for Excellence in Writing and Library services to provide GMOP participants with graduate-level writing assistance via workshops and one-on-one tutoring sessions.

For AY 2015-2016, UGS is preparing to become an institutional partner with the Southern Regional Education Board Doctoral Scholars Program. The program will allow FIU to nominate 3-5 URM doctoral students while providing these students with multiple layers of support including financial assistance, academic/research funding, career counseling and job postings, scholar counseling and advocacy, a scholar directory for networking and recruiting, invitation to the annual Institute on Teaching and Mentoring, and continued early career support.

STUDENT SERVICES

1. ACADEMIC ADVISING

A. Guidance and Counseling

Access and Equity within Academic Advising

All students at FIU have equal access to utilize academic advising services at FIU. We are committed to ensuring equitable treatment for all students and to employ a diverse staff of professional academic advisors who can serve as guides and mentors for our diverse student population. All students also have access to an online advising tool (My_eAdvisor) that provides students with information on all degree requirements and a mechanism to send messages to and make appointments with their assigned academic advisor.

The FIU model for delivering academic advising changed in 2012. Prior to 2012, FIU had utilized a 2+2 advising model. In that model, all first-time-in-college (FTIC) students received centralized academic advising in the Undergraduate Education Academic Advising Center. Once those students completed the majority of the general education requirements and the appropriate prerequisites for their respective majors, they were referred to the respective college for advisement through certification for graduation. All incoming transfer students who had earned more than 30 credits were also referred directly to their respective college and received academic guidance through graduation. Starting in 2012, students now receive their academic advising from the professional academic advisors who are housed in each academic unit.

Graduation Success Initiative

As part of a new effort, referred to as the Graduation Success Initiative (GSI), all FIU students are now admitted directly to their respective majors and receive academic advising from their assigned departmental academic advisor. This new model was implemented to provide students with a more immediate ability to connect with their academic department and the academic advisors are a vital part of that process. Prior to the GSI effort, a great deal of the academic advising at FIU was relegated to faculty members. While faculty members are extremely knowledgeable about their respective fields of study and provide excellent mentoring, they are not always kept up-to-date on the latest academic policies that impact students. As such, the institution set aside financial resources to increase the professional academic advising staff so that students would have more access to obtaining the academic advising that is critical to their success.

Along those lines, the University has continued reviewing the current student to advisor ratios to ensure that they are manageable (for both advisors and students) and align with the standards that have been identified by the National Academic Advising Association. In an effort to achieve a recommended ratio of approximately 300-400 students per academic advisor, several academic advisors have been added since 2009. There have also been resources set aside to continue adding academic advisors as enrollment increases because a reduced student to advisor ratio has been proven to increase retention and graduation rates. The past and current ratios (which also take into account enrollment growth) are provided below:

<u>Academic Year</u>	<u>University-wide Student/Advisor Ratio</u>
2010-2011	550:1
2011-2012	526:1
2012-2013	452:1
2013-2014	404:1
2014-2015	379:1

In addition to providing students with greater access to academic advisors, the increase in academic advising staff has also involved new strategies related to improving institutional graduation rates. Through the efforts of FIU's Office of Retention and Graduation Success, academic advisors now receive alerts on students who are not making sufficient degree progress. Along those lines, lists of students who are getting close to graduation are generated and provided to academic advisors. Those students are then contacted about what they need to complete their degree requirements. These efforts (adding additional academic advisors, the implementation of the online advising tool, and the outreach efforts being made by academic advisors) are having a significant impact on FIU's 6-year graduation rates. In 2011, the 6-year graduation rate was 41%. By 2014, that rate had improved to 53% and is expected to be around 56% at the end of this academic year (the official rate is determined in early August). Those efforts that are aimed at utilizing academic advising to improve graduation rates have also received national recognition. For example, FIU was awarded the Most Visible Progress (MVP) Award by the Association of Public and Land-Grant Universities at their annual conference in the spring of 2014.

Advising Special Populations

Generally speaking, the efforts of the GSI and the online advising tool (My_eAdvisor) have enabled FIU to provide additional assistance to those students who are struggling academically or who have been deemed to be "at risk." Academic departments and their advisors have access to place registration holds on students who are required to meet with advisors regularly. In some cases, departments place those holds on all students. In other cases, registration holds are placed only for students who are struggling to complete certain courses or whose grade point averages have fallen below acceptable standards.

The Undergraduate Education Academic Advising Center, FIU's centralized advising unit, has also developed specialized advising initiatives for certain groups of students. The best example of that is the program that has been implemented for students who are unsure about which major they would like to pursue. Those students are admitted to one of our Exploratory Studies tracks and are assigned to one of the seven professional advisors in the Undergraduate Education Academic Advising Center until they identify an appropriate major. In addition to the general advising support, those students are also encouraged to complete a one-credit hour course (Discover Your Major) that is designed to help students explore how their interests, skills, and values relate to various career options.

Within that centralized advising unit, there are also initiatives that target special populations of students, including those with developmental course needs, former foster youth, and those participating in special bridge programs. Students with developmental needs (referred to as College Prep students) are tracked through the Academic Advising Center and required to meet with advisors in that office until they meet all of the developmental requirements. The Fostering Panther Pride program was developed to provide additional support and assistance to both students who were part of the state's foster care system and to students who need assistance with finding a place to live (i.e. homeless students). This past year, FIU hired a Success Coach to work with the Fostering Panther Pride program to ensure that those students have access to

both campus and community resources. Newly admitted students who have participated in FIU's pre-college programs and who can also demonstrate financial need are invited to join FIU's Invitational Scholars program and have access to an academic advisor who supports their academic endeavors. The Golden Scholars Program grants admission to about 40-50 students each year who are from lower income households and who fall just short of established admission standards. Those students receive programming, academic advising, and ongoing support from several members of the FIU community, including two of the academic advisors in the Undergraduate Education Academic Advising Center.

Advisor Training and Professional Development

All academic advisors are trained centrally by the Undergraduate Education Academic Advising Center once they are hired and begin working at FIU. That training consists of three to four days of instruction on academic policies and procedures and the strategies for effectively working with the FIU student population. That includes information regarding how to work with diverse populations as well as how to make appropriate referrals to the other resources on campus.

In addition to the initial training (and the training that advisors receive from their respective academic departments), all professional academic advisors are required to participate in ongoing professional development opportunities. More specifically, advisors can participate in workshops (that are presented by advising administrators, other academic advisors, and professionals from various departments on campus), attend professional conferences, take academic courses, conduct scholarly research, and participate in teleconferences and other online training modules. In addition to several workshops that related to specific university/advising policies, some of the workshops that related more to working with diverse populations that were offered this past year included: Working with Diverse Students, Connecting with Students, Advising Veteran Students, Advising Students with Disabilities, Advising International Students, Advising Online Students, and Addressing Behaviors of Concern.

Academic advisors were awarded Professional Development Units (PDUs) for each professional development activity that they completed. Most activities awarded advisors about 2-4 PDUs, based on the amount of time spent, and required advisors to reflect on how each activity might impact and improve their advising efforts. Each advisor was expected to complete a minimum of 100 PDUs throughout the year, but there were several advisors who completed more than just the minimum. This professional development program was developed to not only encourage the academic advisors to continue their own growth and learning but also to ensure that our students receive the best possible service from their assigned academic advisors.

Advising and Support Websites:

General Advising and Graduation Success Reference: gsi.fiu.edu

Exploratory Advising: undergrad.fiu.edu/advising/

Center for Academic Success: undergrad.fiu.edu/cas/

Center for Excellence in Writing: writingcenter.fiu.edu/

Contact Information for all Academic Majors/Programs: mymajor.fiu.edu

Fostering Panther Pride: engagement.fiu.edu/growing-talent/fostering-panther-pride/

Invitational Scholars Program: undergrad.fiu.edu/isp/

Golden Scholars: engagement.fiu.edu/growing-talent/golden-scholars/

Advisor Professional Development: undergrad.fiu.edu/pdu

FIU Office of Graduation & Retention Success: undergrad.fiu.edu/retention

B. Counseling and Health Services

The mission of the Student Health Services (SHS) is to “provide affordable and accessible student-focused medical care and promote healthy lifestyles through education, mentorship, and research activities thus facilitating the academic success of our students. We proactively assess our diverse population, and work with university and community partners to address the changing needs of our students, in a holistic, innovative and supportive environment where optimal health can be realized.”

Health education, health promotion, wellness, pharmacy, laboratory, immunizations, preventive health, primary care, and specialty services are available to all registered students and non-registered students for pre-matriculation purposes. First aid services are also offered to all those in need. Any individual that needs assistance and meets the eligibility requirements is seen regardless of race, color, national origin, sex, religion, age, disability, marital status, veteran status or any other classification that is protected by law or university policy; however at the present time the demographic data collected by the department is limited to gender, ethnicity and age. Utilization of the services provided at the SHS by individuals in these categories is listed below.

SHS Gender by Percentage

Division	Male	Female	Other	All Encounters
BBC General Medical	952	3803	0	4755
BBC Wellness	333	674	10	1017
MMC General Medical	11113	19311	34	30458
MMC Wellness	1091	1744	9	2844
MMC Women's Clinic	1	31	0	32
Total	13490	25563	53	39106

SHS Gender by Percentage

Division	Male	Female	Other
BBC General Medical	20.02%	79.98%	0.00%
BBC Wellness	32.74%	66.27%	0.98%
MMC General Medical	36.49%	63.40%	0.11%
MMC Wellness	38.36%	61.32%	0.32%
MMC Women's Clinic	3.12%	96.88%	0.00%
All Divisions Combined	34.50%	65.37%	0.13%

MMC-Modesto A. Maidique Campus
BBC-Biscayne Bay Campus

Analysis: The gender ratio of patients seen at the SHS is similar and reflects the national trends for health care at colleges and universities as well as statistics in ambulatory health care settings in the community.

SHS Ethnicity by Encounter						
Ethnicity	BBC General Medical	BBC Wellness	MMC General Medical	MMC Wellness	MMC Women's Clinic	All Divisions Combined
American Indian	8	20	28	0	0	56
Asian	365	49	2236	134	4	2788
Black	1360	299	4988	350	6	7003
Hispanic	1827	355	14951	1160	14	18307
White	883	115	6129	367	6	7500
Not Reported / Unknown	64	148	783	774	0	1769
Other	248	31	1343	59	2	1683
Total	4755	1017	30458	2844	32	39106

SHS Ethnicity by Percentage						
Ethnicity	BBC General Medical	BBC Wellness	MMC General Medical	MMC Wellness	MMC Women's Clinic	All Divisions Combined
American Indian	0.17%	1.96%	0.09%	0.00%	0.00%	0.14%
Asian	7.68%	4.82%	7.34%	4.71%	12.50%	7.13%
Black	28.60%	29.40%	16.38%	12.31%	18.75%	17.91%
Hispanic	38.42%	34.91%	49.09%	40.79%	43.75%	46.81%
White	18.57%	11.31%	20.12%	12.91%	18.75%	19.18%
Not Reported / Unknown	1.35%	14.55%	2.57%	27.21%	0.00%	4.52%
Other	5.21%	3.05%	4.41%	2.07%	6.25%	4.31%

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

SHS Patient Age by Encounter Count				
Division	Under 18	18 - 25	26 - 35	Over 35
BBC General Medical	2	3096	1294	363
BBC Wellness	14	599	321	83
MMC General Medical	21	19281	9042	2114
MMC Wellness	4	1268	1276	296
MMC Women's Clinic	0	15	14	3
Total	41	24259	11947	2859

SHS Patient Age by Percentage				
Division	Under 18	18 - 25	26 - 35	Over 35
BBC General Medical	0.04%	65.11%	27.22%	7.63%
BBC Wellness	1.38%	58.90%	31.56%	8.16%
MMC General Medical	0.07%	63.30%	29.69%	6.94%
MMC Wellness	0.14%	44.59%	44.87%	10.40%
MMC Women's Clinic	0.00%	46.88%	43.75%	9.37%
All Divisions Combined	0.11%	62.03%	30.55%	7.31%

Analysis: The age range of patients seen by the Student Health Services staff is comparable to the general student population at the two major campuses of Florida International University.

2. CLUB AND INTRAMURAL

The FIU Intramural Sports program (IM), through the commitment of the Division of Student Affairs' Department of Recreation Services, fosters student development in important life skills such as leadership, competitiveness, teamwork, and sportsmanship. In support of the mission of the University and the Division of Student Affairs, Recreation Services promotes active, healthy lifestyles for FIU's vibrant and diverse community through quality participation opportunities, educational experiences, and support services. Through intramurals, students of all backgrounds are encouraged to practice a balanced lifestyle while developing habits that have a positive impact on their physical health and fitness.

To increase women's participation, the use of instructional clinics will continue to be used; promotional methods focusing on social media will be increased; use of National Collegiate Athletic Association (NCAA) freshman female interest assessment data will be continued; and regular departmental assessment methods will continue. In addition, the University's opening of the new residence hall near the Recreation Center will likely generate increased usage of clubs and intramural sports in and of its own.

	FIU 2009/2010		FIU 2010/2011		FIU 2011/2012		FIU 2012/2013		FIU 2013/2014	
	Teams	Percent	Teams	Percent	Teams	Percent	Teams	Percent	Teams	Percent
IM Sport Teams										
Female	54	15%	44	11%	61	8%	76	14%	45	9%
Male	270	75%	310	77%	654	84%	355	66%	343	69%
Co-Rec	36	10%	51	13%	67	9%	108	20%	110	22%
Total	360		405	13%	782	93%	539	-31%	498	-8%

IM Sport Participants¹										
Female	570	21%	895	19%	1,148	22%	1291	23%	1207	23%
Male	2,104	79%	3,818	81%	4,154	78%	4289	77%	4047	77%
Total	2,674	22%	4,713	76%	5,302	12%	5,580	5%	5,254	-6%
IM Sport Participants										
Female	2,942	17%	3,388	18%	4,250	20%	4953	22%	4143	23%
Male	14,434	83%	15,893	82%	16,911	80%	17891	78%	13959	77%
Total	17,376	11%	19,281	11%	21,161	10%	22,844	8%	18,102	-21%
Sport Club Participants										
	15 total clubs		21 total clubs		23 total clubs		25 total clubs		33 total clubs	
Female	45	21%	127	33%	131	31%	146	27%	196	36%
Male	170	79%	261	67%	293	69%	399	73%	353	64%
Total	215	-8%	388	80%	424	9%	545	29%	549	1%

¹ Number of individuals on all teams and those participating in non-team sports like tennis which do not appear in the Team totals)

² Number of contacts (the number of contests each individual participates in)

- The number of teams in 2013/14 decreased by 8% from 2012/13 totals. Both men's and women's teams dropped (by 3% and 42% respectively). The decrease in the number of sorority teams accounts for most of the women's decrease.

- Overall, both participants and participations decreased (6% and 21% respectively), but women's percentages increased or stayed the same.

- The number of women's Sport Club participants increased by 34% while men decreased by 11.5%, reflecting the growth within clubs that were co-recreation in nature.

Ways to Improve Women's Participation:

- Assessment data from incoming freshman women (NCAA Title IX Evaluation) was used to directly contact them via email to inform them of opportunities and where to find more info. This use will continue.

- Increased use of social networking methods to attract women participants were used this year, including (but not limited to) more inclusive images in publications.
- Increased assessment of the general student body's recreation, sports and fitness interests. (On-going)
- The vast majority of women's use of the Recreation Center continues to be through our PantherFIT Group Fitness Classes - 97% of attendees are women, an increase of 2% from last year. In addition, the observed number of women using the weight room, new outdoor jogging track, and open gym basketball time has increased.

3. Student Financials

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

In terms of benchmarking, this office compares its full-time, first time degree seeking undergraduates receiving aid against the national average derived for four year public Title IV institutions. We strive to exceed 80% of the national average of students who receive federal, state and institutional aid. The chart below illustrates the University's favorable comparison when applying the 80% threshold.

The most recent national data for 2013 shows that 91% of the full-time, first-time degree seeking undergraduates received aid. The institution exceeded the 80% rule in terms of percentage of total students aided (107%), students receiving federal grants (111%), students receiving state grants (297%), and institution grants (146%).

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

	%Receiving					Average \$ Amount			
	Students	Federal Grants	State Grants	Inst.	Loans	Federal Grants	State Grants	Inst.	Loans
2013:									
National Avg*	84.4	47.4	23.5	33.4	41.8	\$4600	\$3200	\$8600	\$7100
2013:									
FIU Avg**	91	53	70	49	45	\$4750	\$2314	\$3125	\$5241
FIU/National Avg	1.07	1.11	2.97	1.46	n/a	1.03	0.72	0.36	n/a
80% Threshold	Yes	Yes	Yes	Yes	n/a	Yes	No	No	n/a

*Source: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS), Fall 2013, Student Financial Aid component.

**Source: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS), Fall 2012.

Looking at the data for the average amount of award, the institution met or exceeded the 80% threshold for federal grants, where Pell grants were increased in amounts and eligibility criteria expanded nationally. State grants did not meet the 80% threshold as appropriations from the state remained flat, while enrollment continued to grow, though progress has been made, increasing from 64% in 2012 to 72% in 2013. Likewise institutional grants did not meet the 80% threshold for average aid though the percentage increased from 32% in 2012 to 36% in 2013.

4. Housing

The Department of Housing and Residential Life at FIU offers residential students a vibrant and diverse living and learning experience. The diversity of the residential community takes many forms. It includes differences related to race, ethnicity, national origin, gender, socioeconomic status, sexual orientation, religion, age, and ability. Contained in this report is information regarding housing assignment information, residents, and staff demographics, and an overview of departmental diversity initiatives and programs.

HOUSING ASSIGNMENTS INFORMATION AND DEMOGRAPHICS

Residential students are informed via the housing agreement that assignments are made by the Housing Office without regard to race, religion, national origin, sexual orientation, age, disability, or any legally protected status.

RESIDENTIAL STUDENTS DEMOGRAPHICS:

CLASSIFICATION	FALL 2014		SPRING 2015	
	COUNT	PERCENT	COUNT	PERCENT
GENDER				
Females	1861	57.98%	1808	57.65%
Males	1349	42.02%	1328	42.35%
ETHNICITY				
African American	1148	35.76%	1131	36.07%
Asian	184	5.73%	188	5.99%
Hispanic	1043	32.49%	1020	32.53%
Native American	5	0.16%	3	0.10%
Not Reported	50	1.56%	50	1.59%
Other	150	4.67%	145	4.62%
White	630	19.63%	599	19.10%
AGE				
15-17	74	2.31%	26	0.83%
18-20	2169	27.45%	1989	63.42%
21-25	881	27.45%	1012	32.27%
26-30	68	2.12%	87	2.77%
31-over	18	0.56%	22	0.70%

HOUSING AND RESIDENTIAL LIFE STAFF DEMOGRAPHICS:

Housing and Residential Life Staff (Total of **60** Includes: 1 Housing Director, 1 Residential Life Director, 3 Associate Directors, 3 Assistant Directors, 12 Coordinators, 18 Custodial Workers, 13 Maintenance Mechanics, 2 Office Managers, and 7 Office staff).

NUMBER	PERCENTAGE	ETHNICITY	NUMBER	PERCENTAGE	GENDER
40	53.57%	Hispanic	30	50.00%	Female
7	28.57%	White Non-Hispanic	30	50.00%	Male
10	14.29%	Black Non-Hispanic			
0	0.0%	Asian or Pacific Islander			
3	5.0%	Other minority groups			

Residential Life Student Staff (total of **100** includes: 8 Graduate Assistants, 79 Resident Assistants and 13 Tutors)

NUMBER	PERCENTAGE	ETHNICITY	NUMBER	PERCENTAGE	GENDER
28	28%	Hispanic	69	69%	Female
16	16%	White Non-Hispanic	31	31%	Male
44	44%	Black Non-Hispanic			
4	4%	Asian or Pacific Islander			
8	8%	Other minority groups			

PROGRAM INITIATIVES AND HIGHLIGHTS FOR THE 2014-2015 YEAR

The Department of Housing and Residential Life is guided by the belief that celebrating diversity enriches and empowers the lives of all people. This is accomplished through the department's policies as well as the programmatic, staffing, and educational initiatives.

All students who choose to live in or visit the residential communities are expected to understand and abide by all housing policies. Among these, residents are aware that housing does not tolerate any form of bigotry, harassment, intimidation, threat, or abuse, whether verbal or written, physical or psychological, direct or implied. All reported incidents are handled through the university's student conduct processes.

There were a **total of 123 global/diversity programs** conducted in the residential areas during the 2014-2015 academic year. These were accomplished through various collaborative efforts with other campus partners, the **"Grab 'n Go Programs"** offered by in-hall staff where residents are taken to other campus wide initiatives by their RAs; and through a series of passive programs and initiatives (i.e. poster campaigns and hall bulletin boards).

Below are the number of programs sponsored in each residential area as well as some examples of diversity or global events that occurred within the department.

In Hall Programing Efforts	UA	EVE	UT	LVN	LVS	PH	PVH	Total
Global	5	11	5	14	10	11	18	74
Diversity	3	3	9	6	6	12	10	49

University Apartments

University Apartments sponsored **“Bob Marley's Birthday”** a program where residents were educated about the Rastafari culture and the stereotypes that surround the culture. They analyzed different viewpoints of the culture and allowed students to appreciate this religious perspective.

Everglades Hall

Everglades Hall sponsored **“Exploring Values of the World Community.”** CLS GA Lindsey Goldstein facilitated an activity titled, “If the World was 100 people.” The Honors College also engaged the students in a discussion about the values of the world community.

University Towers

University Towers hosted a program **“Ice Cream you! You Scream! Can You Hear Me Now?,”** where residents participated in an American Sign Language Course that required them to learn basic American Sign Language from ARLC Shawn Chatmon. Residents used their basic knowledge to order ice cream. In the process, residents were given points for their ability to sign and answered trivia questions in sign language. This exercise provided the residents an opportunity to experience the barriers and the trials of persons who are hearing impaired.

Lakeview North

Lakeview North Hall sponsored **“Letter of Hope,”** an event where information about the St. Jude's Children's Research Hospital was provided. Residents also made cards for the children, who often spend weeks and even months in the hospital. The cards contained words of encouragement thus this was a Global Awareness program that provided a sense of interconnectedness of issues.

Lakeview South

Lakeview South Hall sponsored **“A Journey to China,”** an event where residents were educated about the culture of China through the travels of Professor Kass who taught there. Professor Kass shared information about the education system, food, traditions, and the living environment of the Chinese people.

Panther Hall

Panther Hall hosted a program **“Latin Meets America,”** which was an event where students were able to experience dances from different cultures and learn how to do them! From the Hispanic culture, the dances included the Bachata, Salsa, and Merengue and were taught by RA Martin who led all the residents in the steps. Dances from the American culture which included the Nae Nae, Shmoney, and the Whip dance were also taught. Residents were able to learn these dances led by RA Shanteisha.

Parkview Hall

Parkview Hall hosted a program **“Slut Walk Pre-Event.”** The Slut Walk event is a worldwide movement against victim-blaming, survivor shaming and rape culture.

5. Education and Work Environment

Florida International University is a vibrant, student-centered public research university. FIU is worlds ahead in its commitment to learning, research, entrepreneurship, innovation, and creativity so that our graduates are prepared to succeed in a global market. Being world's ahead means not only educating and developing tomorrow's global leaders who will have a great cultural, social and economic impact on the surrounding South Florida community, but to also identify the issues facing these communities and implementing the solutions. With the dedication and contributions of faculty, 96 percent of whom hold a doctorate or the highest degree attainable in their fields, and some 4,000 plus employees, FIU is destined to realize its mission.

6. Student Employment

The following three tables include the number of student employees at all FIU campuses, their race, gender, and campus department. Employment is either through temporary employment in which hours are determined by the respective departments or Federal Work Study in which are jobs for students who have been awarded financial aid by the University Scholarships and Financial Aid Services Office. The student employment population reflects a diverse profile among our general student population at FIU.

Total Number of Student Employees-All FIU Campus		2015
Sex	Females	1,110
	Males	905
	Unknown	0
Total		2,015
Ethnic Group	Not Disclosed	5
	American Indian/Alaska Native	3
	Asian	131
	Black/African American	434
	Hispanic/Latino	1,198
	Not Specified	7
	Native Hawaiian/Other Pacific Islander	5
	White	232
Total		2,015

Student Employees by Department	Academic Advising Center	6
	Academic Advising Technology	2
	Academy of the Art of Teaching	1
	Activities and Services Business Office Student Affairs	4

	Advancement Administration	1
	Advancement Services	2
	Advertising and Public Relations	4
	African and African Diaspora Studies	1
	Alumni Relations	1
	Annual Giving	9
	Applied Research Center	27
	Architecture and the Arts Deans Off	7
	Architecture	17
	Asian Studies Program	1
	Athletics Department	6
	Biology	29
	Biomedical Engineering	4
	Biostatistics	2
	Business Project Management Office	4
	Business Services	17
	Campus Life	9
	Campus Life BBC	6
	Career Services	7
	College of Arts & Sciences Deans Office Admin	10
	Center for Academic Success	42
	Center for Admin of Justice	1
	Center for Children and Families	13
	Center for Leadership	2
	Center for Leadership SA	16
	Center Labor Research Studies	1
	Center of Ethics and Profess.	1
	Chapman Grad Admissions and Recruit	7
	Chemistry	18
	Children's Creative Learn Center	26
	CIARA	2
	Civil and Environ Engineering	19
	College of Business Capital Markets Lab	3
	College of Business Career Management Services	5
	College of Business Chapman Graduate School	7
	College of Business Deans Office	6
	College of Business Department of Marketing	4
	College of Business Facilities Rent and Maintenance	1
	College of Business Finance	10
	College of Business Finance and Administration	1

	College of Business Human Resources	2
	College of Business International Programs	1
	College of Business Mkt and Communication	3
	College of Business Office of Advancement	1
	College of Business School of Accounting	7
	College of Business T&S Hollo Schools Real Estate	1
	College of Business Technology Center	9
	College of Business Undergrad Advising	3
	College of Education Community Engagement	26
	College of Education Deans Office	1
	College of Education Teaching and Learning	2
	College Access	9
	College of Law Student Services	9
	College of Medicine Academic Affairs	59
	College of Medicine Cell Biology and Pharm	1
	College of Medicine Clinical Affairs	1
	College of Medicine Deans Office	4
	College of Medicine Finance and Administration	1
	College of Medicine Human and Mol Genetics	1
	College of Medicine Humanities Health and Soc	2
	College of Medicine Immunology	1
	College of Medicine Library	4
	Communication Sciences and Disorders	3
	Communication Arts	3
	Community Relations & Special Events	1
	Compensation Administration	1
	Computer Info Sciences	68
	Counseling & Student Health Services	1
	Counseling and Psych Services	6
	Criminal Justice	3
	Crusada	1
	Center for Excellence in Writing	28
	Cuban Research Institute	2
	Data Management and Gift Services	1
	Department of Decisions Sciences and Info. Systems	7
	Dept. of Management and International Business	12
	Development	6
	DHR Administration	1
	Dietetics and Nutrition	1
	Disability Resource Center	1

	Division of Finance and Admin	2
	Donor Relations	2
	Earth and Environment	4
	Economics	1
	Elec and Computer Engineering	6
	Employee and Labor Relations	1
	Employee Records	1
	Engineering AMERI	2
	Engineering Deans Office	10
	Engineering Info Tech Center	10
	Engineering Management	1
	English	2
	English Language Institute	10
	Enrollment Center BBC	5
	Enrollment Processing Center	2
	Environment and Occupational Health	1
	Environment Health and Safety	3
	External Programs Eng and Comp	7
	Faculty Senate	1
	Financial Systems Support Services	4
	FIU at 1-75	3
	FIU Foundation	4
	FIU Online Web Based Courses	52
	Frost Art Museum	5
	Global and Sociocultural Stu	1
	Graham Center	42
	Health Policy and Management	3
	Health Services Administration	1
	History	2
	Honors College	7
	Housing Central	6
	Housing Facilities	1
	Housing Residential Life	115
	HR Relations	1
	HRIS	1
	International Forensic Research Institute	3
	International Hurricane Center	4
	Intl Student and Scholar Services	6
	Intl Student Scholar Services BBC	1
	Journalism and Broadcasting	1

	Latin American and Carib Center	5
	Law Dean Admin and Faculty	32
	Law Library	7
	Legal Studies Institute	1
	Library Operations	73
	Marketing and New Media	4
	Math and Statistical Sciences	53
	Mechanical and Mat Engineering	1
	Media Technology Support	28
	Metropolitan Center	1
	Modern Languages	12
	Multicultural Programs BBC	2
	Multicultural Programs MMC	16
	Music	14
	Network Services	6
	Nursing and Health Science Deans Off	9
	Nursing Anesthesiology	1
	Nursing FEP BBC	2
	Nursing Graduate	1
	Nursing PhD Program	1
	Nursing Undergraduate	33
	Occupational Therapy	1
	Office of Admissions	13
	Office of Business and Finance	1
	Office of Community Engagement	4
	Office of Education Abroad	3
	Office of Financial Aid	93
	Office of Internal Audit	2
	Office of Planning and Institutional Research	8
	Office of Research and Eco Develop	5
	Office of Sustainability	1
	Office of the Registrar	13
	Office of the Treasurer	2
	One Stop	22
	Orientation	51
	OSAS Engineering and Computing	1
	PantherSoft	5
	Parking and Transportation	33
	Payment Services	1
	Physics	3

	Politics and Intl Relations	2
	Pre-Collegiate & Coll. Program	9
	Provost and Exec VP Academic Affairs	9
	Psychiatry and Behavior Health	1
	Psychology	3
	Public Administration	4
	Recreation Services MMC	173
	Recreational Sports BBC	23
	Recruitment Services	1
	Research and Prospect Management	2
	Retention and Grad Success	3
	Robert Stempel CPHSW Deans Off	1
	School of Hospital and Tourism Management	11
	School of Journalism and Mass Communications	5
	School of Social Work	1
	SEAS	1
	SGA BBC	6
	SGA MMC	6
	SIPA	7
	South Beach Wine and Food Festival	1
	Southeast Environmental Research Center	16
	STEM Institute	2
	Student Access and Success	9
	Student Affairs Vice Pres Office	8
	Student Athlete Academic Center	48
	Student Conduct and Conflict Res	1
	Student Financial Services	9
	Student Health Services	14
	Student Media	44
	Talent Management and Develop	1
	Theatre	2
	Train and Intl Research Initiative	11
	UGS University Grad School	3
	Undergraduate Education	6
	Undergraduate Education BBC	4
	University College Deans Office	3
	University Health Services BBC	1
	UTS Operations	15
	UTS Support Center	15
	Vehicle Services MMC	1

	Vice Provost BBC	1
	Victims Advocacy Center	3
	Web Content Administration	2
	Wolfe University Center	44
	Women's Center SA	2
Total		2,015
*83 Students holds 2 or more jobs on campus.		

PART IV. GENDER EQUITY IN ATHLETICS

A. Gender Equity in Athletics

Chart 1. Gender Equity in Athletics Update

Element	Assessment	Area for improvement?
1. Sports offerings	Equitable	
2. Participation rates, male and female, compared with full-time undergraduate enrollment	Female participation rates are lower than female undergraduate enrollment.	Yes
3. Availability of facilities, <i>defined as locker room, practice, and competitive facilities</i>	Equitable	
4. Scholarship offerings for athletes	Equitable	
5. Funds allocated for:		
a) the athletic program as a whole	Equitable	
b) administration	Equitable	
c) travel and per diem allowances	Equitable	
d) recruitment	Equitable	
e) comparable coaching	Equitable	
f) publicity and promotion	Equitable	
g) other support costs	Equitable	
6. Provision of equipment and supplies	Equitable	
7. Scheduling of games and practice times	Equitable	
8. Opportunities to receive tutoring	Equitable	

9.Compensation of coaches and tutors	Equitable	
10.Medical and training services	Equitable	
11.Housing and dining facilities and services	Equitable	

B. Areas for Improvement

Chart 2. Gender Equity in Athletics - Areas for Improvement

Areas for improvement	Program for improvement	Timetable
Participation Rates	Full scholarship opportunities were offered for all women's programs in 2015 as the sand volleyball program increased to the full scholarship allocation in accordance with NCAA rules. The department will continue work on the participation rates by encouraging female participation throughout all eleven women's sport programs while capping the male rosters of the seven men's sport programs.	Ongoing through 2015-2016 and 2016-2017.

C. Basis for Compliance

- ☐ Accommodation of interests and abilities
☐ Substantial proportionality
☒ History and practice of expansion of sports

Chart 3. Male and Female Athletics Participation Rates

	Males				Females				Totals			
	2011-12	2012-13	2013-14	2014-15	2011-12	2012-13	2013-14	2014-15	2011-12	2012-13	2013-14	2014-15
Baseball	39	35	35	35	0	0	0	0	39	35	35	35
Basketball	14	16	16	16	14	15	15	18	28	31	31	33
Golf	0	0	0	0	8	7	9	8	8	7	9	8
Softball	0	0	0	0	22	21	20	21	22	21	20	21
Swimming	0	0	0	0	26	27	27	30	26	27	27	30
Tennis	0	0	0	0	8	6	9	7	8	6	9	7
Track&Field & X Country	28	25	25	25	37	43	44	36	62	68	69	61
Volleyball	0	0	0	0	14	19	18	20	14	19	18	20
Soccer	23	24	25	25	26	26	25	24	49	50	50	49
Football	98	99	90	90	0	0	0	0	98	99	90	101
Sand Volleyball	0	0	0	0	0	18	24	24		18	24	24
Total Participants	202	199	191	191	155	182	191	188	354	381	382	389
% of Participants	57.0%	52.2%	50.0%	50.0%	43.7%	47.7%	50.0%	48.3%				
Fall 2011 EF2A	20,977	22,008	23,288	23,614	26,922	28,369	29,635	30,425				

Student Enrollment												
Percent Student Enrollment	43.7%	43.6%	43.9%	44%	56.1%	56.2%	55.9%	56%				
Numbers are based on anyone who was eligible to compete the last day prior to the first date of competition in the sports' competitive season												

**Chart 4. Female Enrollment Rates Compared to Participation Rates
2013-2014 and 2014-2015**

Women Athletes	2013-2014	2014-2015	Gap Difference
Enrollment	55.9%	56%	0.1%
Participation	50%	48.3%	-1.7%
			-1.6

According to Chart 4, in Fall 2014, females were 56% of students enrolled full-time at the university compared to 48.3% of student-athletes. This component does not meet compliance due to the more than 5% gap between the percentage of participants and the percentage of female students enrolled in Fall 2014.

Program Overall Effectiveness

The Department of Intercollegiate Athletics at FIU is committed to ensuring Title IX compliance. Our student-athletes are offered highly effective and quality services that include sports medicine, strength and conditioning, academic support and success services. The student-athlete population has performed extremely well academically as 172 have been named to the FIU and Conference USA Academic Honor Roll.

In 2014-2015, the Department of Intercollegiate Athletics continued efforts to increase the participation rates of females versus male student-athletes. Proactively inviting walk-ons to our female sports programs and placing a roster cap on the seven male sports, along with adding the final allowable scholarship to sand volleyball will continue to be methods of managing and monitoring progress in this area. A direct cause of the slightly lower female numbers in 2014-2015 was the timeframe for hiring a new track and field coach. The untimely departure of the track coach did not allow sufficient time for the recruitment of scholarship and walk-on student-athletes. The coaching staff is cognizant of the participation number goals and will assuredly increase the female participants for the 2015-2016 year. These strategies along with hiring top-level head coaches for women's sports to attract more female student-athletes continue to be implemented and will continue to impact in narrowing the gap.

The department continues with the plans to improve facilities on an ongoing basis. In 2014-2015 facility enhancements were initiated for the women's golf, softball, track (field events), tennis, sand volleyball, swimming and diving teams and all are scheduled for completion or will be under construction in the 2015-2016 academic year. Construction was completed on a chipping and putting short game golf area in the Fall of 2014. Installation was completed on a new scoreboard for the swimming and diving facility in February 2015. Several additional facility improvements are currently in progress for our female student-athletes including a hammer/discus throws cage for our track student-athletes and a dry land training area for our women's diving program. The planning process is underway and 50% design documents are completed for a building to house our softball and golf teams to include; team and coaches locker rooms, training room, coach's

offices, and public restrooms for the new grandstand facility completed last year. In conjunction a project to renovate the tennis and sand volleyball locker rooms will be completed.

The Department of Intercollegiate Athletics continues to emphasize excellence in academics, community involvement, and competition. Emphasis on giving back is encouraged and has been recognized as the FIU student-athletes were awarded the inaugural NCAA Team Works Award for the school logging the most community service hours. All academic services (e.g., tutoring services, computer lab, academic advising) have been further enhanced and continues to be offered across all disciplines. Each service is available irrespective of gender to assist the student-athlete in achieving academic success.

PART V. EMPLOYMENT REPRESENTATION

The guidelines for the employment equity measures the achievement of appropriate representation in selected faculty and administrative employment categories. Employment data is derived from the IPEDS Fall Staff Report, which is completed annually by each university.

Chart 1. Category Representation – Tenured Faculty												
Indicator	NRA	B	AI/A N	A (2012 and 2013)	A/PI (2008)	H	NH/OPI (2012 and 2013)	W	≥ Two (2012 and 2013)	Not Reported	Female	Total
Number, Fall 2014	10	29	2	97	N/A	65	0	281	0	0	152	484
Number, Fall 2013	8	31	2	88	N/A	63	0	273	0	0	144	465
Percentage Change From Fall 2013 to 2014	25.0%	-6.5%	0.0%	10.2%	N/A	3.2%	N/A	2.9%	N/A	N/A	5.6%	4.1%
Number, Fall 2009	7	27	0	N/A	61	62	N/A	275	N/A	N/A	118	432
Percentage Change From Fall 2009 to 2014	42.9%	7.4%	N/A	N/A	N/A	4.8%	N/A	2.2%	N/A	N/A	28.8%	12.0%
Area for improvement, compared with national standards? (Check if yes)												
Source: IPEDS Fall Staff 2014, 2013 and 2009												

From 2009-2014, the University successfully increased its percentage of Tenured Professors from the ethnic/racial protected classes by 12%. The Non-Resident Alien and Female categories had the highest increases with gains of 42.9% and 28.8%, respectively. Moreover, the amount of Black Tenured Professors increased by 7.4% and Hispanic Tenured professors by 4.8%. In 2013-2014, the University's overall increase of Tenured Professors from ethnic/racial protected classes was 4.1%. The Non-Resident Alien category had the largest gains this year with a 25% increase. FIU remains committed to recruiting and retaining a diverse, world-class international faculty.

Chart 2. Category Representation – Tenure-Track Faculty

Indicator	NRA	B	AI/AN	A (2012 and 2013)	A/PI (2008)	H	NH/OPI (2012 and 2013)	W	≥ Two (2012 and 2013)	Not Reported	Female	Total
Number, Fall 2013	46	7	2	36	N/A	19	0	130	0	0	104	240
Number, Fall 2012	44	11	2	43	N/A	20	0	121	0	0	103	241
Percentage Change From Fall 2012 to 2013	4.5%	-36.4%	0.0%	-16.3%	N/A	-5.0%	N/A	7.4%	N/A	N/A	1.0%	-0.4%
Number, Fall 2008	44	13	1	N/A	26	20	N/A	97	N/A	N/A	83	201
Percentage Change From Fall 2008 to 2013	4.5%	-46.2%	100.0%	N/A	N/A	-5.0%	N/A	34.0%	N/A	N/A	25.3%	19.4%
Area for improvement, compared with national standards? (Check if yes)												

Source: IPEDS Fall Staff 2013, 2012 and 2008

The University has made progress in recruiting the ethnic/racial protected classes from 2009-2014 with an overall increase of 19.4%. The highest increase was that of females with 25.3%. There was a slight decrease from AY 2013-2014. The University will continue its commitment to advertising career opportunities in female and minority publications with an emphasis on publications.

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

Indicator	NRA	B	AI/AN	A (2012 and 2013)	A/PI (2008)	H	NH/O PI (2012 and 2013)	W	≥ Two (2012 and 2013)	Not Reported	Female	Total
Number, Fall 2013	37	40	0	25	N/A	122	0	257	3	0	259	484
Number, Fall 2012	43	36	0	26	N/A	110	0	254	3	0	247	472
Percentage Change From Fall 2012 to 2013	-14.0%	11.1%	N/A	-3.8%	N/A	10.9%	N/A	1.2%	0.0%	N/A	4.9%	2.5%
Number, Fall 2008	11	15	0	N/A	9	38	N/A	118	N/A	0	97	191
Percentage Change From Fall 2008 to 2013	236.4%	166.7%	N/A	N/A	N/A	221.1%	N/A	117.8%	N/A	N/A	167.0%	153.4%
Area for improvement, compared with national standards?												

(Check if yes)												
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Source: IPEDS Fall Staff 2013, 2012 and 2008. Please note that, as of Fall 2012, the Non-Tenure Earning Faculty Category now includes Multi-Year faculty whom were previously classified in the Without Faculty Status in the IPEDS HR Survey.

Analysis of the employment representation for this category indicates a 153.4% increase in the ethnic/racial protected classes from Fall 2009-2014. Female recruitment also produced an overall increase of 167%. The institution also demonstrated a significant increase for the NRA category with an increase of 236.4%. Other significant increases included the recruitment of Blacks, Hispanics, and Females. These totals indicate the University's commitment to recruiting diverse faculty supporting its mission to be Worlds Ahead.

Chart 4. Category Representation – Executive/Administrative/Managerial Employees

Indicator	NRA	B	AI/AN	A (2012 and 2013)	A/PI (2008)	H	NH/OPI (2012 and 2013)	W	≥ Two (2012 and 2013)	Not Reported	Female	Total
Number, Fall 2013	11	96	2	33	N/A	360	0	340	4	0	499	846
Number, Fall 2012	8	81	1	26	N/A	329	0	329	4	0	463	778
Percentage Change From Fall 2012 to 2013	37.5%	18.5%	100%	26.9%	N/A	9.4%	N/A	3.3%	0.0%	N/A	7.8%	8.7%
Number, Fall 2008	10	61	1	N/A	24	246	N/A	265	N/A	1	351	608
Percentage Change From Fall 2008 to 2013	10.0%	57.4%	100%	N/A	N/A	46.3%	N/A	28.3%	N/A	N/A	42.2%	39.1%
Area for improvement, compared with national standards? (Check if yes)												

Source: IPEDS Fall Staff 2013, 2012 and 2008. Please note that Fall 2013 and 2012 numbers reflect the new IPEDS occupational categories which are based on the 2010 Standard Occupational Classification (SOC) System Occupational Categories.

Analysis of the employment representation for this category demonstrates an increase in all of the ethnic/racial protected classes of 39.1% from 2009-2014. The highest increase was in the recruitment of Asians with an overall increase of 100%. The recruitment of Blacks, Females and Hispanics also boasted high increases.

PART VI. AREAS OF IMPROVEMENT FROM 2014 REPORT; ACHIEVEMENT OF IMPROVEMENT REPORTED IN 2015

Areas of Improvement Identified in the 2015 Report

Although the department in accordance with NCAA rules increased the beach volleyball scholarships to the maximum six in 2014-2015, the disparity in participation rates of males vs females in the numbers remain disproportionate. To continue to support interests and abilities of the members of the underrepresented gender, the Department of Intercollegiate Athletics will continue women's sports programs at the maximum allowable scholarship allotment per the NCAA limitations, encourage walk-on opportunities while roster capping the seven male sport programs. The department is enhancing the facilities for practice and competition for the women's golf, softball, track (field events), tennis, sand volleyball and swimming and diving teams. All of which will be completed or under construction in the 2015-2016 year.

Achievement Report for Areas of Improvement Pertaining to Gender Equity in Athletics Identified in the Previous Report, June 2014

The Department of Intercollegiate Athletics added the last allowable scholarship per NCAA scholarship limitations for the beach volleyball program for the 2014-2015 academic year. All women's programs have the maximum allowable scholarships permitted per NCAA rules. The beach volleyball program continues to excel as they finished top four in the AVCA national championship in 2015. Our beach volleyball coach, Rita Buck-Crockett was named National Coach of the Year. Our women's teams continue to thrive, during the 2014-15 academic year, our swimming and diving team became our first ever C-USA champions in 2015. In conference we had one Conference USA Swimming Coach of the Year – Randy Horner, C-USA Swimmer of the Year – Johanna Gustafsdottir, C-USA. Golfer of the Year - Meghan MacClaren and C-USA Tennis Newcomer of the Year - Yana Koroleva. And FIU long jumper All-American Phillicia Fluellan finished the NCAA's at 14 in the nation. In addition, we had three C-USA freshman of the year (one women's basketball, one women's swimmer and a diver. Several facility enhancements are either completed or in process to benefit the golf, softball, tennis, sand volleyball, track (throws events), and swimming and diving teams. Construction was completed Fall 2014 on a short game golf chipping and putting area. A new scoreboard was installed at our swimming facility. A building with softball, golf team, coaches' locker rooms, coaches' offices, training room, and public restrooms is at the 50% design phase and will go out to construction bid in the fall. In conjunction with the softball/golf project a renovation of the tennis and sand volleyball locker room will be completed. Currently under construction is a field events throws cage and a dry land facility for our diving team. Both are set to be completed Summer 2015 term.

Areas of Improvement Identified in the 2015 Report

NEW HIRES

DISCIPLINE	GOAL	RACE	GENDER
Science & Mathematics - Tenured/Tenure-Earning Faculty	2	Minority	M
Science & Mathematics - Tenured/Tenure-Earning Faculty	1		F
Science & Mathematics - Non-Tenure-Earning Faculty	2	Minority	M
Science & Mathematics - Non-Tenure-Earning Faculty	1	Minority	F
Science & Mathematics - Non-Tenure-Earning Faculty	2		F
Social Science - Tenured/Tenure-Earning Faculty	3	Minority	M
Social Science - Tenured/Tenure-Earning Faculty	2	Minority	F
Social Science - Tenured/Tenure-Earning Faculty	4		F

Social Science - Non Tenure-Earning Faculty	3	Minority	M
Social Science - Non Tenure-Earning Faculty	1	Minority	F
Social Science - Non Tenure-Earning Faculty	1		F
Performing & Visual Arts - Tenured/Tenure-Earning Faculty	2		F

Achievement Report, 2015

NEW HIRES

DISCIPLINE	GOAL	ACHIEVEMENT	RACE	GENDER
Science & Mathematics - Tenured/Tenure-Earning Faculty	3	5	Minority	M
Science & Mathematics - Tenured/Tenure-Earning Faculty	3	3	Minority	F
Science & Mathematics - Tenured/Tenure-Earning Faculty	1	1		F
Science & Mathematics - Non-Tenure-Earning Faculty	1	5	Minority	M
Science & Mathematics - Non-Tenure-Earning Faculty	5	10	Minority	F
Science & Mathematics - Non-Tenure-Earning Faculty	3	9		F
Social Science - Tenured/Tenure-Earning Faculty	2	2	Minority	M
Social Science - Tenured/Tenure-Earning Faculty	8	8		F
Social Science - Non Tenure-Earning Faculty	2	3	Minority	M
Social Science - Non Tenure-Earning Faculty	5	5	Minority	F
Social Science - Non Tenure-Earning Faculty	7	11		F
Performing & Visual Arts - Tenured/Tenure-Earning Faculty	1	1	Minority	M
Performing & Visual Arts - Tenured/Tenure-Earning Faculty	1	1		F
Performing & Visual Arts – Non-Tenure-Earning Faculty	2	2	Minority	F
Performing & Visual Arts – Non-Tenure-Earning Faculty	4	4		F

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

**PART VII. PROTECTED-CLASS REPRESENTATION IN THE TENURE PROCESS
2013-2014**

Sex, Race/Ethnicity	*Applied	*Withdrawn	*Denied	*Deferred	*Nominated
MALES					
American Indian or Alaskan Native	0	0	0	0	0
Asian	6	0	2	1	3
Black or African American	1	1	0	0	0
Hispanic	1	0	0	0	1
Native Hawaiian/Other Pacific Islander	0	0	0	0	0
Two or More Races	0	0	0	0	0
White	11	1	0	0	10
Other, Not Reported	0	0	0	0	0
Total Male (include Other, Not Reported)	19	2	2	1	14
FEMALES					
American Indian or Alaskan Native	0	0	0	0	0
Asian	1	0	0	0	1
Black or African American	1	0	0	0	1
Hispanic	1	0	0	0	1
Native Hawaiian/Other Pacific Islander	0	0	0	0	0
Two or More Races	0	0	0	0	0
White	9	1	1	0	7
Other, Not Reported	0	0	0	0	0
Total Female (Number and Percent) (include Other, Not Reported)	12 38.7%	1 33.3%	1 33.3%	0 0.0%	10 41.7%
GRAND TOTAL	31	3	3	1	24

*Applied: Faculty whose names have been submitted for tenure review. Sum of Withdrawn,

*Denied: and Nominated (or provide explanation).

*Withdrawn: Faculty who withdrew from tenure consideration after applying for review.

*Denied: Faculty for whom tenure was denied during the review process.

*Nominated: Faculty for whom tenure is being recommended by the University.

**PART VIII. PROMOTION AND TENURE COMMITTEE COMPOSITION
2014-2015**

Type of Committee	Black or African American		American Indian/Alaskan Native		Asian		Native Hawaiian or Other Pacific Islander		Hispanic		Two or More Races		White		Other, Not Reported		Total including Other, Not Reported	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
University Committee																		
No University-wide committee																		
College of Architecture + the Arts																		
College Committee	0	0	0	0	0	0	0	0	1	0	0	0	0	4	0	0	1	4
Interior Architecture Dept. Committee	0	0	0	0	0	0	0	0	2	0	0	0	0	1	0	0	2	1
Landscape Architecture	0	0	0	0	0	0	0	0	1	1	0	0	1	0	0	0	2	1
College of Arts & Sciences																		
College Committee	0	0	0	0	0	0	0	0	2	0	0	0	3	2	0	0	5	2
Biology	0	0	0	0	1	0	0	0	1	0	0	0	1	2	0	0	3	2
Chemistry	0	0	0	0	4	4	0	0	4	1	0	0	20	3	0	0	28	8
Math and Statistical Sciences	3	1	0	0	13	6	0	0	4	2	0	0	17	5	0	0	37	14
Physics	0	0	0	0	5	0	0	0	0	0	0	0	11	3	0	0	16	3
Psychology	0	1	0	0	1	0	0	0	0	0	0	0	6	5	0	0	7	6
Earth and Environment	1	0	0	0	5	2	0	0	3	1	0	0	11	3	0	0	16	3
Global and Sociocultural Studies	3	1	0	0	2	1	0	0	3	1	0	0	14	6	0	0	22	9
Politics and International Relations	0	0	0	0	1	1	0	0	4	3	0	0	16	6	0	0	21	10
Public Administration	0	0	0	0	2	0	0	0	1	0	0	0	3	3	0	0	6	3
College of Business																		

College Committee	0	1	0	0	4	0	0	0	0	1	0	0	0	0	0	0	4	2
Department of Finance	0	0	0	0	7	2	0	0	0	0	0	0	8	0	0	0	15	2
Department of Marketing	1	0	0	0	1	0	0	0	0	0	0	0	5	1	0	0	7	1
School of Accounting	0	1	0	0	4	1	0	0	0	0	0	0	1	0	0	0	5	2
College of Engineering and Computing																		
College Committee	0	1	0	0	4	0	0	0	0	1	0	0	0	0	0	0	4	2
Computer Info Sciences	3	0	0	0	14	2	0	0	2	2	0	0	12	4	0	0	31	8
Electrical and Computer Engineering	0	0	0	0	2	0	0	0	2	0	0	0	7	0	0	0	11	0
College of Nursing and Health Sciences																		
College Committee	0	0	0	0	1	0	0	0	1	0	0	0	4	0	0	0	6	0
PhD Nursing Program	0	0	0	0	0	0	0	0	0	0	0	0	0	3	0	0	0	3
College of Law																		
College Committee	0	0	0	0	0	0	0	0	1	0	0	0	4	0	0	0	6	0
No dept. committees																		
College of Public Health & Social Work																		
College Committee	1	0	0	1	0	1	0	0	0	0	0	0	3	2	0	0	4	4
Biostatistics	0	0	0	0	0	0	0	0	0	0	0	0	2	1	0	0	2	1
Dietetics and Nutrition	0	2	0	0	0	0	0	0	0	1	0	0	1	0	0	0	1	3
School of Social Work	0	0	0	0	1	0	0	0	1	0	0	0	5	0	0	0	7	0

PART IX. Other Requirements

A. The Budgetary Incentive Plan

FIU is committed to a diverse workforce where the contributions of each member of our faculty, administration, and staff are respected and valued. Our objective is to provide current and potential employees with an equal opportunity to compete for employment and advancement opportunities. Our diverse student body of more than 54,000 students from more than 154 countries is reflective of the world around us. FIU will continue to take affirmative steps to ensure that we maintain a diverse workforce to educate and serve our diverse student body.

FIU's outreach and recruitment efforts are coordinated by the Office of Recruitment Services and reflect a University commitment and a team approach to increasing faculty and staff diversity. The recruitment team consists of the hiring department, the Human Resources, and Academic Affairs. One of our priorities is to continue the recruitment and retention of administrators, faculty, and staff from various backgrounds and academic disciplines by identifying and advertising in venues specific to open positions. Each hiring official is encouraged to support the use of collective efforts to cast the net wide in search of qualified faculty and administrative applicants. This is one component of the University's strategic efforts to provide equal opportunity to all applicants and to eliminate discrimination against any group or individual. FIU will recruit, hire, and promote persons without regard to race, color, religion, age, disability, sex, sexual orientation, national origin, marital status, or veteran status. This effort also includes recruitment announcements in minority publications, outreach to the various Minority Caucuses and Sub-Groups within the discipline, e.g. the Black Women of the American Psychological Association, etc. Local, national and regional affinity groups, and constituency groups are contacted and informed of FIU's employment opportunities.

The University continued to use funding from the Budgetary Incentive Plan to address areas of improvement. We will review and assess our progress on an on-going basis during the year.

B. President's Evaluation

Each University President shall be evaluated on the results of the Florida Equity Reports. The President's performance is evaluated annually consistent with the provisions of his employment contract and Florida Board of Governors Regulation 1.001 (5)(f). The process for evaluating the President's progress towards equity and diversity goals begins with the President's self-evaluation of his annual goals submitted to the Board of Trustees (BOT) Chair.

The Governance Committee provided President Rosenberg with a written assessment of its evaluation, and the Committee presented its written assessment and recommended performance rating for Board of Trustees approval. Albert Maury, Chair of the Florida International University Board of Trustees Governance Committee, led the discussion on the University's 2013-2014 Annual Accountability Report and the President's performance during the 2013-2014 academic year.

The evaluation was conducted by the Board of Trustees Governance Committee and the results were presented at the January 2015 BOT meeting. In sum, based on the goals approved by the Board, executive performance ratings, the President's overall performance and accomplishments for the 2013-2014 academic year, the Committee recommended a rating of "Superior" for President Rosenberg. The President's self-evaluation along with the President's Management Review for 2013-2014 is available on the FIU Board of Trustees website.

Addendum

FIU Board of Trustees President's Self-Evaluation and Management Review
https://bot.fiu.edu/wp-content/uploads/sites/27/2015/01/COMPLETE_BOT-Governance-Committee-Agenda_01-14-15.pdf

https://bot.fiu.edu/wp-content/uploads/sites/27/2015/01/COMPLETE_Agenda_Full_Board_mtg_1.14.15.pdf

https://bot.fiu.edu/wp-content/uploads/sites/27/2015/06/APPROVED_MINUTES-Full-Board-Mtg-Minutes-1-14-15_MKR_EB.pdf

Equity Report Contributors

Charlie Andrews, Academic Advising Center
Emmanuele Archange, Recruitment Services
Julie Berg, Intercollegiate Athletics
Robert Frye, Recreation Services MMC
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Oscar Loynaz, FIU HealthCare Network
Barbara Manzano, Academic Affairs
Shirlyon McWhorter, Equal Opportunity Programs & Diversity
Sonja Montas-Hunter, University Graduate School
Daniel Nicolas, Equal Opportunity Programs & Diversity
Priscilla Williams, Academic Affairs

Governance Committee Meeting

Date: September 10, 2015

Subject: Florida International University Board of Trustees Conflict of Interest Policy and Disclosure Form

Proposed Committee Action:

Recommend that the Florida International University Board of Trustees (the BOT) adopt the BOT's Conflict of Interest Policy and Disclosure Form.

Background Information:

Members of the BOT are expected to perform their official duties and responsibilities with diligence and due care in a manner consistent with their fiduciary responsibilities. In performing their official duties and responsibilities arising under the Constitution and as public officers under the Florida Code of Ethics for Public Officers and Employees, sections 112.311 through 112.326, Florida Statutes, each Trustee must endeavor to avoid participating in activities that may give rise to an actual or potential conflict of interest between the Trustee's private interests and his or her public duties and responsibilities to the BOT.

The BOT previously adopted a Conflict of Interest Policy and Disclosure Form. Following the review and update of the Board of Trustees bylaws, this conflict of interest policy and form were reviewed and updated and are being presented to the BOT for discussion and approval.

Florida Board of Governors Regulation 1.001 University Board of Trustees Powers and Duties (3)(e) provides that each board of trustees shall have a policy addressing conflicts of interest for its members.

THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES
CONFLICT-OF-INTEREST POLICY

1. **Scope.** The following statement of policy applies to each member of the Board.
2. **Fiduciary Responsibilities.** Section 8 of Article II of the Constitution of the State of Florida states: “A public office is a public trust.” Board members of Florida International University serve the public trust and have a clear obligation to fulfill their responsibilities in a manner consistent with this fact. All decisions of the Board are to be made solely on the basis of a desire to advance the best interests of the institution and the public good.

Board members are generally involved in the affairs of other institutions and organizations. It is the policy of the state that no officer or employee of a state agency or of a county, city, or other political subdivision of the state, and no member of the Legislature or legislative employee, shall have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or incur any obligation of any nature which is in substantial conflict with the proper discharge of his or her duties in the public interest.

Effective boards will include individuals who have relationships and affiliations that may raise questions about perceived conflicts of interest. Although many such potential conflicts are and will be deemed inconsequential, each Trustee has the responsibility to comply with the Code of Ethics for Public Officers and Employees which is contained in Chapter 112, Part III (Sections 112.311 – 112.326) of the Florida Statutes.

3. **The Code of Ethics for Public Officers and Employees.** No Trustee shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the Trustee would be influenced thereby.

No Trustee or his or her spouse or minor child shall, at any time, accept any compensation, payment, or thing of value when such public officer, knows, or, with the exercise of reasonable care, should know, that it was given to influence a vote or other action in which the officer, employee, or local government attorney was expected to participate in his or her official capacity.

No Trustee shall corruptly use or attempt to use his or her official position or any property or resource which may be within his or her trust, or perform his or her official duties, to secure a special privilege, benefit, or exemption for himself, herself, or others.

The Code of Ethics provides definitions and sets forth the various contexts in which conflicts arise. As defined in the Code,

a “conflict of interest” arises in a situation in which regard for a private interest tends to lead to disregard of a public duty or interest.

Particular attention is required when public officers are in situations involving:

- solicitation and acceptance of gifts;
- favors or compensation;
- contracts and transactions with the University;
- unauthorized compensation;
- misuse of public position or confidential information;
- conflicting employment or consulting contractual relationships; and
- employment of relatives.

Thus, each Trustee has a continuing obligation to:

- (a) be familiar with the Florida Statutes regarding ethics and conflicts of interest and the terms of this Policy;
- (b) disclose to the Board Chair any possible personal, familial, or business relationships that might reasonably give rise to a conflict involving the University; and
- (c) acknowledge by his or her execution of the attached “Conflict of Interest Disclosure Form” that he or she is in compliance with the letter and spirit of this Policy and applicable laws.

4. Disclosure. All Trustees shall list on the attached Conflict of Interest Disclosure Form, at least once a year, those relationships

- (a) that they or members of their family maintain with organizations that do business with the University, or
- (b) that could be construed to affect their independent, unbiased judgment in light of their decision-making authority and responsibility.

If a Trustee is uncertain as to whether to list a particular relationship, the Board chair and the General Counsel of the University should be consulted. Information shared or gathered as a result of such consultations (including information provided on the attached form) shall not be released except

- in accordance with applicable public records laws, or
- when the institution’s best interests would be served by disclosure, or
- as required by court order.

Any such required disclosure will be made only after informing the affected Trustee.

5. Voting: While Trustees are required to disclose all potential conflicts of interests as described in Section 4 above, Trustees are required to vote on all matters before the Board unless a specific conflict of interest as prescribed by law exists. In these particular conflict of interest situations, Trustees are not permitted to vote. In all other situations in which a conflict of interest is present and a Trustee is required to vote, the conflict of interest will be disclosed publicly at the Board meeting in which the matter involving the conflict of interest is being considered.

56. Definitions:

The following definitions apply to this policy:

Business Relationship – A business relationship is one in which a Trustee, or a Trustee's spouse or child serves as an officer, director, or proprietor of, or has a material interest in, an organization that does business with Florida International University.

Material Interest - a direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity constitutes a material interest.

Attached is The Florida International University Conflict of Interest Disclosure Form which each Trustee must file with the Secretary of the Board on or before July 1st of each year, unless a change necessitating an amendment occurs prior to July 1st of the following year.

**THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES
CONFLICT OF INTEREST DISCLOSURE FORM**

This Conflict of Interest Disclosure Form is intended to protect both the Board and the University, by affording the University ample opportunity to forestall any potential conflicts and assure that all Board decisions are above reproach.

To allow the Board and the University to monitor and promptly address any potential conflicts, please (i) identify below any relationships, financial or personal, that may constitute conflicts or potential conflicts of interest, or (ii) confirm that no such conflicts or potential conflicts are known to exist:

The following represent interests or relationships that are or may be in conflict with my position as Trustee of the University:

1. Personal, familial or business relationships that might reasonably give rise to a conflict involving the University.

2. Outside employment or service (any outside employment or provision of outside services by you or any member of your family) that may be in conflict with your position as a Trustee of the University.

2. Outside interests, financial and other (any interests or position which you or any member of your family hold in any outside concern from which the University obtains goods or services, or which provides services competing with the University):

3. Any other potential issues or conflicts:

OR

_____ As of today's date, I have no financial, professional, or personal relationships that reasonably hold the potential for a conflict of interest involving my service as a University Trustee.

I am familiar with The Florida International University Board of Trustees Conflict of Interest Policy pursuant to which this Disclosure Form is filed. I have disclosed all potential conflicts of interests of which I am aware, and I agree to promptly file a further Disclosure Form if any additional matters subject to disclosure arise before my next annual Disclosure Form is due.

Signature _____

Date _____

Please FAX or mail this form to Board Secretary, Board of Trustees Office, Florida International University, 11200 SW 8 Street, PC 548, Miami, FL 33199, Tel. 305-348-6495, Fax. ~~305~~348-6426.

Governance Committee Meeting

Date: September 10, 2015

Subject: Ratification of the 2015-2018 Collective Bargaining Agreement between The Florida International University Board of Trustees and The Dade County Police Benevolent Association Lieutenants Bargaining Unit

Proposed Committee Action:

Recommend that the Florida International University Board of Trustees ratify the 2015-2018 Collective Bargaining Agreement (CBA) between The Florida International University Board of Trustees (the BOT) and The Dade County Police Benevolent Association Lieutenants Law Enforcement Bargaining Unit (PBA LTS)

Background Information:

The 2011-2014 PBA Lieutenants CBA expired on June 21, 2014. Following negotiations, the parties have reached an agreement which covers 2015 through June 30, 2018. The new agreement provides for wage increases and contract enhancements which are described in the accompanying term sheet.

The Union ratified the 2015-2018 CBA on Wednesday, September 09, 2015.

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

**TERM SHEET FOR
THE POLICE BENEVOLENT ASSOCIATION (LIEUTENANTS)
AND THE POLICE BENEVOLENT ASSOCIATION**

Term: 2015-2018

Wages: Fiscal year 2015 - 2016

Market adjustment of four percent (4%) across-the-board wage increase effective upon joint ratification and paid on the first full pay period following the joint ratification.

Each eligible employee shall receive a one-time, lump-sum payment in the equivalent amount of four percent (4%) of base salary covering the period January 3, 2015 – June 30, 2015.

Each eligible employee shall receive retroactive pay of four percent (4%) covering the period from July 4, 2015 to September 10, 2015.

Fiscal year 2016-2017

Two percent (2%) across-the-board wage increase. This will begin in the first full pay period in July 2016.

Fiscal year 2017-2018

One percent (1%) across-the-board wage increase. This will begin in the first full pay period in July 2017.

If FIU and UFF bargains for a wage increase greater than one percent (1%) during the 2017-2018 fiscal year, the Lieutenants will receive what FIU and UFF have bargained for instead of the one percent (1%). For example, if FIU and UFF bargain for a one and half percent (1.5%) wage increase, the Lieutenants will receive a one and half percent (1.5%) increase. If FIU and UFF bargain for less than one percent (1%), the Lieutenants will receive the guaranteed one percent (1%).

Pay Supplements:

Any bargaining unit employee supervising a specialized unit (e.g., K-9, detective bureau) shall be paid an additional five percent (5%) of base pay while performing such duties.

Shift Differential Pay Increase:

Evening Shift: A differential of five percent (5%) is paid for shifts where the majority of the hours fall after 6:00 p.m. This represents an increase of two percent (2%) from the previous contract which provided a three percent (3%) differential.

Night Shift: A differential of eight percent (8%) is paid for shifts where the majority of the hours fall after midnight. This represents an increase of two percent (2%) from the previous contract which provided a six percent (6%) differential.

Off-Duty Pay:

A Lieutenant works any assignment that is being funded by an outside entity and not from a FIU funding source will be paid a premium rate of pay for working that event which is equivalent to the amount that the outside entity has agreed to pay for such law enforcement services.

Special-Duty Pay:

When there is an FIU event which is funded solely by FIU funds and the FIUPD cannot fully staff any supervisory position (i.e., Sergeant position), the supervisory position will be offered to the Lieutenants before offering it to an outside law enforcement agency. The Lieutenant performing this supervisory position will be paid a premium rate of pay (i.e., 50% more than the bargaining unit employee's base rate of pay).

Sworn Law Enforcement Certification Award: For the duration of this agreement only, the Lieutenants will receive a \$10.00 award every pay period provided that the employee maintains his or her sworn law enforcement certification.

Policies: The PBA Union bargained that several policies, which were subject of mandatory bargaining under Florida law, be reinstated into the collective bargaining agreement. The effect of this change is to have these policies be governed by the Grievance and Arbitration Article instead of the Neutral Internal Resolution of Disputes Policy. We agreed to this with the exception of the Disciplinary Action Policy (and some others) which remain as they have for the last two agreements subject to the Neutral Internal Resolution of Disputes Policy. This is important because the Neutral Internal Resolution of Disputes Policy provides that a three-member panel reviews potential violations. The panel is comprised of a member selected by FIU, one by the PBA, and one jointly by the parties. The Grievance and Arbitration Article as well as the Neutral Internal Resolution of Disputes Policy were streamlined.

COLLECTIVE BARGAINING AGREEMENT

between

**THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES**

and the

**DADE COUNTY POLICE BENEVOLENT ASSOCIATION
LIEUTENANTS
LAW ENFORCEMENT BARGAINING UNIT**

~~2011-2014~~

2015-2018

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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” or “FIU”;~~) and the Dade County Police Benevolent Association ~~representing the FIU Public Safety Lieutenants~~ (hereinafter referred to as the “PBA-~~Lts.~~” 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.~~ 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.~~ LTS that terms and conditions of employment of employees are contained in this Agreement and in the University Employment Rules Regulations, Policies, Procedures, and Manuals 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 ~~34~~.

ARTICLE 1 RECOGNITION

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

1.2 University will not be called upon to recognize the PBA-~~Lts.~~ 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.~~ LTS ACTIVITIES

~~2.1~~ 3.1 Designation and Selection of Representatives

A. The ~~President of the PBA-Lts.~~ 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.~~ LTS with written notice to the University.

B. A total of ~~two~~ (2)three (3) employees may be designated to serve as Employee Representatives; however, University will only be required to deal with one designated ~~PBA-Lts. representative~~ Employee Representative, unless mutually agreed to otherwise.

~~23.2~~ Representative Access. The ~~PBA-Lts.~~ LTS bargaining unit shall have the right to use University facilities for meetings on the same basis as they are available to other University related organizations.

~~2.3.3~~ Consultation.

A. The ~~Director/Chief of Public Safety~~ the FIUPD or his/her designee shall meet with ~~PBA-Lts. representatives~~ 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.~~ LTS understand and agree that such meetings may be used to resolve problems regarding the

implementation and administration of the Agreement; however, such meetings shall not constitute or be used for the purpose of collective bargaining.

B. If a consultation meeting, as described ~~in 2.3(A)~~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.

~~2.4~~ 3.4 Employee Information and Rules Provided.

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

~~2.5~~ 3.5 Negotiations.

A. Parties and Location.

(1) The PBA-~~Lts.~~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.~~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.

(2)(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 ~~two (2)~~three (3) employees to serve on its Negotiation Committee and not more than ~~one (1) employee~~two (2) employees to serve as ~~an alternate~~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.

~~23.6~~ 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

~~ARTICLE 3~~

GRIEVANCE AND ARBITRATION PROCEDURE

34.1. In a mutual effort to provide a harmonious working relationship between the parties to this Agreement, it is agreed that there is a procedure for the resolution of grievances between the parties arising from any alleged violation of a specific term of this Agreement.

~~3.2 — For the purpose of this Agreement, a "grievance" is defined as a dispute, claim or complaint that any employee or the Union may have as to the interpretation, application, and/or alleged violation of provision(s) of this Agreement which is subject to the Grievance Procedure.~~

3.34.2. 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.

4.3-4 The commencement of legal proceedings against University in a court of law or equity, or before the Public Employee Relations Commission, for misapplication or misinterpretation of the terms of this Agreement, shall be deemed an election of remedy and shall be a waiver by the party commencing the proceeding of its/their right to resort to the Grievance and Arbitration Procedure contained in this Article

and any other review mechanism including the Neutral Internal Resolution of the Dispute Policy and any grievance that ~~is or~~ has already been filed over the same ~~subject matter (i.e., the same act or omission)~~ will be dismissed with no further obligation to consider the grievance. The filing of a grievance constitutes a waiver of any rights to judicial review of agency action pursuant to Chapter 120, Florida Statutes, or to the review of such actions under other University procedures available to address such matters. The commencement of proceedings pursuant to Section 120.57, Florida Statutes, for misapplication or misinterpretation of the terms of this Agreement shall be deemed an election of remedy and shall be a waiver by the party commencing the proceeding of its/their right to resort to the Grievance and Arbitration Procedure contained in this Article and any grievance that has already been filed over the same subject will be dismissed. Except as otherwise specifically provided, the Grievance and Arbitration Procedure is the sole remedy for any alleged violations of this Agreement.

~~3.5 — In the event that the grievance involves~~

~~4.4 Under no circumstances can an act or omission which could be handled by either this Article or employee avail him/herself of both Grievance and Arbitration Procedure and the Neutral, Internal Resolution of Policy Disputes, the filing of Policy to resolve a grievance under this Article constitutes a waiver dispute as each procedure is applicable to and governs different sets of the filing facts and circumstances and is applicable, per terms of a complaint under the Neutral, Internal Resolution this Agreement, to different types of Policy Disputes. disputes.~~

~~3.6-4.5~~ Grievances shall be processed in accordance with the following procedures:

A. ~~STEP 1: The grievant shall present in writing his/her grievance to the appropriate supervisor within seven (7) days of the occurrence of the action giving rise to the grievance, or the date on which the employee knew or reasonably should have known of such act or omission if that date is later. The Step 1 form (attached) must be submitted in writing and shall be signed by the grievant(s). Discussions will be informal for the purpose of settling differences in the simplest and most effective manner. The supervisor shall communicate a decision in writing to the grievant within ten (10) days from the date the grievance was presented to him/her. Failure of the supervisor to timely respond shall be considered a denial of the grievance and shall entitle the grievant to appeal to Step 2. 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 ~~2~~:

(1) Filing. If the grievance has not been satisfactorily resolved ~~at through~~ the ~~Step 4 informal resolution process~~ or ~~if the supervisor/grievant has failed chosen not to respond within use the Step 4 deadlines informal resolution process but wants to file a grievance,~~ the grievant or the PBA ~~may (upon request of the grievant) proceed to LTS may file~~ Step ~~2~~ by filing a fully executed Step ~~2~~ form which is attached. The Step ~~2~~ form must be filed with the Vice President of Human Resources or designee within ~~seven (7) days after receipt of the Step 1 decision by the grievant and/or grievant's representative or when the answer was due in the Step 1 process.~~

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 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 Vice President for Human Resources or designee, other University representatives as necessary, the grievant and/or the grievant's ~~Union~~-representative. ~~At the Step 2 meeting, the grievant shall have the right to present any evidence in support of the grievance.~~

The parties present at the Step ~~2~~ meeting shall discuss the grievance. Any party bringing legal counsel to the Step ~~2~~ meeting shall provide at least five (5) days' advance written notice to all other parties- 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 ~~2~~ meeting, the grievant shall have the right, upon written request to the Vice President of Human Resources or designee, to a copy of any identifiable

documents relevant to the ~~complaint~~grievance.

(b) Decision. The 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 ~~(if grievant elected self-representation or representation by legal counsel)~~LTS. Failure of the Vice President for Human Resources or designee to timely respond shall be considered a denial of the grievance and shall entitle the grievant to appeal to Step ~~32~~32. If the University fails to provide a Step ~~21~~21 decision within the time limits provided in this Article due to a University-caused delay, the University shall pay all costs of the Step ~~32~~32 process should the PBA LTS elect to take the grievance to that step.

C. STEP ~~32~~32: If a grievance has not been satisfactorily resolved at Step ~~21, or~~21 if ~~or~~ the Vice President of Human Resources or designee has failed to respond within the Step ~~21~~21 deadlines, the ~~grievant or the PBA LTS~~grievant may ~~(upon the request of the grievant)~~ proceed to Step ~~32~~32 by filing a fully executed Step ~~32~~32 form which is attached. ~~-(The Step 32 form must be filed with the Vice President of Human Resources or designee within seven (7) days after receipt of the Step 21 decision by the grievant-and/or, the~~ grievant's representative, and the PBA LTS, or when the answer decision was due in the Step ~~21~~21 process. The grievance may be withdrawn by the ~~grievant or by the PBA representative~~PBA LTS at any point prior to issuance of the ~~Panel's Arbitrator's~~Panel's Arbitrator's decision by providing written notification to the Vice President of Human Resources or designee.

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

A. The party requesting arbitration shall, concurrently with its filing of the Step ~~32~~32 form, notify the American Arbitration Association (AAA) of the filing of the grievance and request a list of ~~five (5)~~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.

C. The parties will select the arbitrator within seven (7) days after receipt of the Step 3 form by the Vice President of Human Resources or designee.

(2) Authority of the ~~Panel~~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 21 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,wages~~ unless the arbitrator is specifically empowered to do so by both parties in writing. ~~An arbitrator's~~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.

~~3.7.~~

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 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.

~~B.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 21.

~~C. Only grievances based on events or occurrences which occur after the date of the execution of this Agreement can be processed under this Policy. After the expiration of this Agreement, there is no duty upon University to process any grievance unless the facts upon which the grievance is based occurred prior to the expiration of the Agreement. The arbitrator shall not receive into evidence nor rely upon any past practices that occurred after the date of the execution of this Agreement.~~

~~D.F.~~ In contract interpretation, the burden of proof is on the grievant. In such cases, the preponderance of evidence standard is applicable.

~~E.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 Human Resources or designee, the grievant, and PBA—LTS

~~F. Filings and Notification.~~ All documents required or permitted to be issued or filed pursuant to this Article may be transmitted by fax, United States mail by certified mail with return receipt requested, or any other recognized delivery service that provides documentation of delivery to the recipient. ~~An e-mail is not an acceptable form of delivery unless otherwise noted in this~~

Article.

G.H. , including e-mail. Reprisal. No reprisal of any kind will be made by the University or the PBA against any grievant, any witness, any PBA representative, or any other participant in the Grievance and Arbitration Procedure by reason of such participation.

~~H. Records. All written materials pertinent to a grievance shall be maintained separately from the evaluation file of the grievant or witnesses, except (1) at the request of the grievant or witness that specific materials be included in his or her own evaluation file, or (2) where the terms of the decision or a settlement direct that a copy of the decision or settlement agreement be placed in the evaluation file of a grievant or witness. All decisions or settlement agreements resulting from grievances processed pursuant to this Article shall specify whether or not a copy of the decision or settlement agreement is to be placed in the evaluation file(s) of any grievant or witness.~~

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

~~ARTICLE 4~~

LAYOFFS AND RECALL

45.1 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.

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

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

As between two (2) employees, if one and two above are relatively equal, then seniority shall prevail.

~~4.3~~ 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 56

HEALTH AND SAFETY

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

56.2 Safety Committee. The PBA-~~Lts.~~ LTS will name one ~~(1)~~ employee to serve on a University Wide Safety Committee. Any individual selected to serve in this capacity will make appropriate scheduling arrangements, with management's approval, to ensure his/her attendance does not adversely affect operations.

56.3 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.

56.4 Vehicles and Equipment.

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

B. Where the University has determined that an employee should be provided with a police baton, mace or OC spray, ~~electric restraining device~~, 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 ~~will ordinarily be~~ at the discretion of the employee, however, employees are strongly encouraged to wear the vest at all times when on duty, and the University reserves the right to require the wearing of the vest at the direction of the Chief or designee.

~~56~~.5 Firearms.

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

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

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

ARTICLE ~~67~~ **LEARNING OPPORTUNITIES**

Law Enforcement Training. The University and the PBA-~~Lts.~~ 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 ~~78~~ **DUES DEDUCTION**

~~78~~.1 During the term of this Agreement the University will deduct PBA-~~Lts.~~ LTS dues and other authorized deductions in an amount established by the PBA-~~Lts.~~ LTS and certified in writing by the PBA-~~Lts.~~ 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.~~ LTS included as Appendix A. Such deductions will be made by ~~the~~ University when other payroll deductions are made and will begin with the pay for the first full pay period following receipt of the authorization by the University.

~~78~~.2 The PBA-~~Lts.~~ 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.

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

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

78.5 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.~~ LTS to collect its dues for that pay period directly from the employee.

78.6 Deductions for the PBA-~~Lts.~~ LTS dues and other authorized deductions shall continue until either: (1) revoked by the employee by providing University and the PBA-~~Lts.~~ 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.~~ LTS shall, upon notice of the error, reimburse the employee for the deductions that were improperly withheld.

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

ARTICLE 89

UNIFORMS AND EQUIPMENT

89.1 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.

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

- A. Gun belt, either 2 ¼ inches or 3 inches, as appropriate for the individual employee.

- B. Firearm safety (snatch resistant) holster; and
- C. Three (3) magazines and an approved case for spare ammunition.

~~89.3~~ Uniform Maintenance and Shoe Allowance. The University will provide employees who are furnished and required to wear by the University a uniform, a uniform maintenance allowance in the amount of \$450.00 annually, unless laundry and dry cleaning facilities are available and the service is furnished by the University without cost to the employees. In addition, such employees shall receive a shoe allowance in the amount of \$150.00 annually, unless shoes are furnished by the University.

~~89.4~~ Clothing Allowance. Employees assigned to full-time plain clothes positions shall receive a clothing allowance in the amount of \$500.00 annually, and a shoe allowance in the amount of \$150.00 annually, unless the shoes are furnished by the University.

~~89.5~~ 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.

~~89.6~~ Recreational Use Privileges. ~~Upon request, all~~ 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. If the membership is not used by the employee, it may be revoked.

ARTICLE ~~9~~10

~~Wages~~

~~9~~WAGES

10.1 General Wage Increases.

A. Fiscal Year 2011-2012~~Upon Joint Ratification.~~

i. 1. ~~For fiscal year 2011-2012~~Definitions.

- 1) "Current PEP" means the Performance Excellence Process form completed for the bargaining unit employee for the fiscal year prior to the payment of the applicable wage payment as described in the subsequent subparagraphs.
- 2) "Joint Ratification" means the date that the FIU BOT/PBA collective bargaining agreement has been ratified by both parties.

Upon Joint Ratification, each eligible bargaining unit employee shall receive a ~~general across-the-board~~ wage increase of ~~two and one-half~~four percent (~~2.5%~~ of 4%) ~~as a market adjustment to their base rate of pay or Two Thousand Dollars (\$2,000), whichever is greater, effective July 1, 2010. Eligible employees shall have successfully passed their initial probationary period and are meeting~~

~~performance standards/expectations. If an employee has a current performance evaluation of "Below or Consistently Below" in effect on the date of ratification, the employee shall not receive the general wage increase. (not including pay supplements, such as shift differentials). To be eligible, the employee must be continuously employed on or for twelve (12) months or more before July 1, 2009 and through the date of joint ratification. The across-the-board increase will be paid on the first pay period following July 1, 2011.~~

- ~~ii. 2. One percent (1%) of the total salaries of all members of the collective bargaining unit shall be pooled and distributed in accordance with the University Operational Excellence Award policy using the University Police Officers form. The pooled money shall be distributed only to bargaining unit members and shall be distributed as a one-time bonus. Bargaining unit members receiving the merit bonus shall not have the merit bonus change their base rate of pay. To be eligible, the employee Joint Ratification. Eligible employees must have successfully passed their initial probationary period as a new employee and must be continuously employed meeting performance standards/expectations at the time of the Joint Ratification. If an employee has a Current PEP of "Unsatisfactory or Needs Improvement" in effect on or before December 1, 2010, the date of Joint Ratification, the employee shall not receive the wage increase. The merit bonus increase will be paid on the first full pay period in December 2014 following Joint Ratification.~~

~~B. Fiscal Year 2012-2013.~~

~~1. For fiscal year 2012-2013~~

~~In addition to the above market adjustment increase, upon Joint Ratification, each eligible bargaining unit employee shall receive a general across-the-board wage increase of two percent (2%) of their base rate of pay. Eligible employees shall have (as defined in subpart "ii" above) who has successfully passed their initial probationary period as a new employee and are meeting who meets performance standards/expectations. If an employee has a current performance evaluation of "Below or Consistently Below" at the time of the Joint Ratification (with no Current PEP or "Unsatisfactory or Needs Improvement" in effect on July 1, 2011, the employee shall not receive the general wage increase. To be eligible, the employee must be continuously employed on or before July 1, 2011. The across-the-board wage increase will be paid on the first pay period following July 1, 2012.~~

- ~~iii. 2. One percent (1%) of the total salaries of all members of the collective bargaining unit shall be pooled and distributed (date of Joint Ratification) shall also receive a lump sum payment in accordance with the University Operational Excellence Award policy using the University Police Officers form. The pooled money shall be distributed only to bargaining unit members and shall be distributed as a one-time bonus. Bargaining unit members receiving the merit bonus the equivalent amount of four percent (4%) of the employee's base rate pay (not including any pay supplements, such as shift differentials) covering the period January 3, 2015 to June~~

30, 2015. This lump sum payment shall not have the merit bonus change their base rate of pay. To be eligible, the employee must have successfully passed their initial probationary period and be continuously employed on or before December 1, 2011. The merit bonus will be paid on the first pay period in December 2012. be added to the employee's base rate of pay.

C. —

- iv. In addition to the above market adjustment increase described in "ii" and the lump sum retroactive bonus described in "iii," should Joint Ratification occur on or before September 10, 2015, each eligible bargaining unit employee (as defined in subpart "ii" above) who has successfully passed their probationary period as a new employee and who meets performance standards/expectations at the time of the Joint Ratification (with no Current PEP or "Unsatisfactory or Needs Improvement" in effect on the date of the Joint Ratification) shall also receive a payment in the equivalent amount of four percent (4%) of the employee's base rate (not including any pay supplements such as shift differentials) covering the period July 4, 2015 to the date of Joint Ratification on September 10, 2015, whichever is sooner. This payment shall be added to the employee's base rate of pay.

B. Fiscal Year 2013-2014.

—————12016-2017. For fiscal year 2013-20142016-2017, each eligible bargaining unit employee shall receive a general across-the-board wage increase of onetwo percent (1%) of 2%) as an across the board increase to their base rate of pay— (not including pay supplements, such as shift differentials). Eligible employees shall have successfully passed their initial probationary period and are meeting performance standards/expectations. If an employee has a current performance evaluationCurrent PEP of "Below"Unsatisfactory or Consistently Below"Needs Improvement" in effect on July 1, 2012the date of the across-the-board increase, the employee shallwill not be eligible to receive the general across-the-board wage increase. To be eligible, the employee must be continuouslyhave been employed by the University on or before July 1, 2012. The June 30, 2015 and continuously through the effective date of the salary action. The increase should be effective on the first full pay period in July 2016.

C. Fiscal Year 2017-2018. For fiscal year 2017-2018, each eligible bargaining unit employee shall receive a wage increase of one percent (1%) as an across-the-board increase to their base rate of pay (not including pay supplements, such as shift differentials). Eligible employees shall have successfully passed their probationary period as a new employee and are meeting performance standards/expectations. If an employee has a Current PEP of "Unsatisfactory or Needs Improvement" in effect on the date of the across-the-board increase, the employee will not be eligible to receive the

~~across-the-board wage increase will. To be paid~~eligible, the employee must have been employed on or before June 30, 2016, and continuously through the effective date of the salary action. The increase should be effective on the first full pay period following in July 1, 2013~~2017.~~

~~2. One percent (1%) of the total salaries of all members of the collective bargaining unit shall be pooled and distributed in accordance with the University Operational Excellence Award policy using the University Police Officers form. The pooled money shall be distributed only to bargaining unit members and shall be distributed as a one-time bonus. Bargaining unit members receiving the merit bonus shall not have the merit bonus change their base rate of pay. To be eligible, the employee must have successfully passed their initial probationary period and be continuously employed on or before December 1, 2012. The merit bonus will be paid on the first pay period in December 2013.~~

9.2

For the fiscal year 2017-2018, if the United Faculty of Florida and the FIU Board of Trustees enters into a jointly ratified collective bargaining agreement (UFF/FIU CBA) which provides a base salary increase of more than one percent (1%), each eligible bargaining unit employee will receive an amount equivalent to the amount provided in the UFF/FIU CBA but not less than the one percent (1%) as described above in 10.1(c). The increase provided to the bargaining unit employee as a result of the UFF/FIU BOT is not additive. For example, if UFF/FIU CBA provides for an increase of 1.5%, each bargaining unit employee will receive only the 1.5% increase. If the UFF/FIU BOT CBA provides for an increase of less than one percent (1%), each eligible employee bargaining unit will receive the one percent (1%) as described above in 10.1(c). Such increase will be paid on the first full pay period following the joint ratification of the UFF/BOT CBA or the first full pay period in July 2017, whichever is later.

10.2 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.

10.3 Pay Supplements

A. 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.

B. This Article is subject to Department SOP's regarding eligibility, performance, etc.

10.4 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.

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.

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.

10.5 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.

10.6 Sworn Law Enforcement Certification Award

For each of the fiscal years of 2015-2016, 2016-2017, and 2017-2018 only, each bargaining unit employee will receive a ten dollar (\$10) Sworn Law Enforcement Certification Award every pay period in which he/she maintains his/her sworn law enforcement certification. The Sworn Law Enforcement Certification Award will begin and will be paid on the first full pay period following ratification by both parties.

10.7 Additional Wages Increases.

a. ~~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 ~~across-the-board increase~~ wage increases and/or merit bonus described in the Article.

B.

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

ARTICLE ~~10~~11 **INSURANCE BENEFITS**

~~The~~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

ARTICLE 11

GROOMING STANDARDS

4412.1 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.

4412.2 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.

4412.3 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.

4412.4 Cosmetic and Jewelry. If worn, cosmetics shall be subdued and blended to match the natural skin color of the individual. False eyelashes are prohibited. Fingernails should be clear and trimmed so as not to extend beyond the tips of the fingers. Fingernail polish, if worn, shall be clear. Female officers may wear small post earrings. Necklaces shall not be visible when the uniform is worn.

ARTICLE ~~12~~13

REPLACEMENT OF PERSONAL PROPERTY

4213.1 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.

4213.2 Specific Reimbursement Allowances and Approvals.

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

- (1) Watch - ~~\$75~~100;
- (2) Prescription eye wear - ~~\$200~~300 (including any required examination);

(3) Other items – The ~~Director~~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 ~~Director~~Chief of FIUPD or his/her designee. Approval shall not be unreasonably withheld.

ARTICLE 13

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 Vice President for Human Resources or designee.

IV. Sign-on Bonus

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

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

V. Spot Award

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

Spot awards may be:

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

VI. Variable Compensation Plan

A lump sum bonus payment awarded as part of a Variable Compensation Plan (VCP). VCPs are pre-approved for individual departments that place a strong value on employee's contribution, ability to impact performance, departmental objectives and revenues generated. The department dean or director must develop specific targets to be achieved, specific goals, pre-established criteria and payout schedule prior to the establishment of the VCP. The VCP must be approved by the Divisional Vice Presidents or Provost and

by the Vice President of Human Resources or designee. Payments for non-exempt employees must be included as part of the employee's regular pay when calculating overtime pay.

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

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

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

<u>Length of Service with University</u>	<u>Hours Accrued Per Pay Period</u>	<u>Maximum Accrual and Payout Hours</u>
<u>Less than 5 years</u>	<u>5 hours</u>	
<u>More than 5 years but less than 10 years</u>	<u>6 hours</u>	
<u>More than 10 years</u>	<u>7 hours</u>	
		<u>250</u>

Exempt Personnel

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

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

1321.1 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.

13

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 ~~the~~ 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 ~~the~~ University and by law enforcement personnel; to lay off employees as provided in Article 45 of this Agreement; to establish requirements for employment; to promote and demote employees; and to have complete authority to exercise those rights and powers incidental thereto, including the right to alter or vary past practices ~~as then~~ not involving subjects of bargaining as University may determine to be necessary for the orderly and efficient operation of the Department.

— ~~The~~ 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 ~~the~~ University from exercising the same right in some other way not in conflict with the express provisions of this Agreement.

~~43~~

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 ~~the~~ University during the time of the declared emergency, provided that the wage rates and monetary fringe benefits shall not be suspended.

~~43~~

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

~~43~~

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

ARTICLE 22

~~ARTICLE 14~~

TOTALITY OF AGREEMENT

~~14~~22.1 The University and the PBA-~~Lts.~~ 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.~~ LTS thereby are set forth in this Agreement between the parties for its duration.

~~14~~

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

~~14~~

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

ARTICLE 23

~~ARTICLE 15~~

SAVINGS CLAUSE

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

ARTICLE ~~16~~24

COMPLIANCE WITH ~~RULES OR~~REGULATIONS, POLICIES, OR DEPARTMENT SOPs

~~1624.1 A~~The PBA-Lts. ~~designated representative LTS~~ will be advised in writing of any changes in the University ~~personnel rules or regulations, policies, or Department SOPs~~ impacting terms and conditions of employment within twenty-one (21) ~~calendar~~ days prior to formal adoption.

~~46~~

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 Prohibited Discrimination, Harassment and Related Misconduct Including Sexual and Gender-Based Harassment, Sexual Violence, Dating Violence, Domestic Violence, and Stalking

FIU-110 Demonstrations

FIU-111 Camping

FIU-112 Use of University Facilities

FIU-113 Smoke & Tobacco-Free Campus

FIU-2505 Alcoholic Beverages

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>

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>

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>

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>

Dual Employment and Compensation - <http://policies.fiu.edu/files/35.pdf>

Environmental Management Policy - 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](http://policies.fiu.edu/files/28.pdf)
[Fraud Prevention & Mitigation policy - http://policies.fiu.edu/files/712.pdf](http://policies.fiu.edu/files/712.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](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](http://policies.fiu.edu/files/601.pdf)
[HIPAA: Business Associates - http://policies.fiu.edu/files/602.pdf](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](http://policies.fiu.edu/files/603.pdf)
[HIPAA PRIVACY AND SECURITY: Required Education of Covered Workforce – http://policies.fiu.edu/files/604.pdf](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](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](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](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](http://policies.fiu.edu/files/611.pdf)
[HIPAA SECURITY: Access to Facilities Housing Electronic Protected Health Information - http://policies.fiu.edu/files/612.pdf](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](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](http://policies.fiu.edu/files/614.pdf)
[HIPAA SECURITY: Information Access Management for Electronic Protected Health Information - http://policies.fiu.edu/files/615.pdf](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](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](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](http://policies.fiu.edu/files/620.pdf)
[HIPAA SECURITY: Workforce Security Regarding Protected Health Information - http://policies.fiu.edu/files/621.pdf](http://policies.fiu.edu/files/621.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/record_profile.php?id=85](http://policies.fiu.edu/record_profile.php?id=85)
[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)
[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)
[Separations of Employment - http://policies.fiu.edu/record_profile.php?id=71](http://policies.fiu.edu/record_profile.php?id=71)
[Severe Weather/Emergency Closing - http://policies.fiu.edu/files/325.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 ~~personnel rules or 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 ~~personnel rules or a regulation~~, policies, or Department SOP does not conflict with a provision of this Agreement, ~~but 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. LTS as specified in this Agreement who may then request impact bargaining.

~~16.3~~

24.4 Any claim by an employee concerning the application ~~of provisions of and/or a dispute regarding a~~ University ~~personnel rules or 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 ~~personnel rules or policies of the University, or other appropriate administrative or judicial remedy~~. Neutral, Internal Resolution of Policy Disputes or the Expedited Dispute Resolution Procedure for Title IX/VAWA, as applicable.

~~ARTICLE 17~~

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 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 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 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 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 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 Vice President of Human Resources or designee, to a copy of any identifiable documents relevant to the complaint.

(2) Decision. The Vice President for Human Resources or designee shall notify the complainant of a decision in writing no later than seven (7) days following the meeting. A copy of the decision shall be sent to the complainant, the complainant's representative, and the PBA LTS. Failure of the Vice President for Human Resources or designee to timely respond shall be considered a denial of the complaint and shall entitle the complainant to appeal to Step 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 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 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 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 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 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 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 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 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.

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 18~~

ARTICLE 27
DURATION

The term of this Agreement shall be from July 1, ~~2011~~2015 through June 30, ~~2014~~2018 and the Agreement shall be effective as of the date of ratification.

IN WITNESS WHEREOF, the parties have set their signatures this _____ day of _____, 2011-20.

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

**FOR THE DADE COUNTY POLICE
BENEVOLENT ASSOCIATION**

Albert Maury
Chairman

John Rivera
President

Mark B. Rosenberg
President

Brendan Coyle

~~Mike Mattimore~~
Chief Negotiator

~~Donald D. Slesnick, II, Esq.~~

~~Ricardo Torres~~

Elizabeth Marston, Chief Negotiator

Luis Fuste, PBA-Lts- LTS Attorney

Ben Guerrero, FIUPD Representative

Lt. Michael Gonzalez,
Employee Representative for FIU PBA LTS

Joann Cuesta-Gomez, FIU Representative

Date ratified by the PBA-~~Lts.~~: _____ LTS:

Date ratified by the Board of Trustees: _____

COLLECTIVE BARGAINING AGREEMENT

between

**THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES**

and the

**DADE COUNTY POLICE BENEVOLENT ASSOCIATION
LIEUTENANTS
LAW ENFORCEMENT BARGAINING UNIT**

2015-2018

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PREAMBLE

THIS AGREEMENT is between The Florida International University Board of Trustees (hereinafter referred to as the University or the Employer), and the Dade County Police Benevolent Association (hereinafter referred to as the PBA 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.

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.

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 the 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. The filing of a grievance constitutes a waiver of any rights to judicial review of agency action pursuant to Chapter 120, Florida Statutes, or to the review of such actions under other University procedures available to address such matters. The commencement of proceedings pursuant to Section 120.57, Florida Statutes, for misapplication or misinterpretation of the terms of this Agreement shall be deemed an election of remedy and shall be a waiver by the party commencing the proceeding of its/their right to resort to the Grievance and Arbitration Procedure contained in this Article and any grievance that has already been filed over the same subject will be dismissed. Except as otherwise specifically provided, the Grievance and Arbitration Procedure is the sole remedy for any alleged violations of this Agreement.

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 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 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 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 Vice President of Human Resources or designee, to a copy of any identifiable documents relevant to the grievance.

(b) Decision. The 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 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 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 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 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 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.
- C. The parties will select the arbitrator within seven (7) days after receipt of the Step 3 form by the Vice President of Human Resources or designee.

(2) Authority of the 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 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 Vice President 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. Reprisal. No reprisal of any kind will be made by the University or the PBA against any grievant, any witness, any PBA representative, or any other participant in the Grievance and Arbitration Procedure by reason of such participation.
- 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 In the event of a reduction in force, University will consider a number of relevant factors in determining selections for layoff, the public interest being of prime importance. Factors to be considered include:

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

As between two (2) employees, if one and two above are relatively equal, then seniority shall prevail.

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. 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.

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.

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; and
- C. Three (3) magazines and an approved case for spare ammunition.

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 \$450.00 annually, unless laundry and dry cleaning facilities are available and the service is furnished by the University without cost to the employees. In addition, such employees shall receive a shoe allowance in the amount of \$150.00 annually, unless shoes are furnished by the University.

9.4 Clothing Allowance. Employees assigned to full-time plain clothes positions shall receive a clothing allowance in the amount of \$500.00 annually, and a shoe allowance in the amount of \$150.00 annually, unless the shoes are furnished by the University.

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. If the membership is not used by the employee, it may be revoked.

ARTICLE 10 WAGES

10.1 General Wage Increases.

A. Upon Joint Ratification.

i. Definitions.

- 1) "Current PEP" means the Performance Excellence Process form completed for the bargaining unit employee for the fiscal year prior to the payment of the applicable wage payment as described in the subsequent subparagraphs.
- 2) "Joint Ratification" means the date that the FIU BOT/PBA collective bargaining agreement has been ratified by both parties.

- ii. Upon Joint Ratification, each eligible bargaining unit employee shall receive a wage increase of four percent (4%) as a market adjustment to their base rate of pay (not including pay supplements, such as shift differentials). To be eligible, the employee must be continuously employed for twelve (12) months or more before the date of Joint Ratification. Eligible employees must have successfully passed their probationary period as a new employee and must be meeting performance standards/expectations at the time of the Joint Ratification. If an employee has a Current PEP of "Unsatisfactory or Needs Improvement" in effect on the date of Joint Ratification, the employee shall not receive the wage increase. The increase will be paid on the first full pay period following Joint Ratification.
- iii. In addition to the above market adjustment increase, upon Joint Ratification, each eligible bargaining unit employee (as defined in subpart "ii" above) who has successfully passed their probationary period as a new employee and who meets performance standards/expectations at the time of the Joint Ratification (with no Current PEP or "Unsatisfactory or Needs Improvement" in effect on the date of Joint Ratification) shall also receive a lump sum payment in the equivalent amount of four percent (4%) of the employee's base rate pay (not including any pay supplements, such as shift differentials) covering the period January 3, 2015 to June 30, 2015. This lump sum payment shall not be added to the employee's base rate of pay.
- iv. In addition to the above market adjustment increase described in "ii" and the lump sum retroactive bonus described in "iii," should Joint Ratification occur on or before September 10, 2015, each eligible bargaining unit employee (as defined in subpart "ii" above) who has successfully passed their probationary period as a new employee and who meets performance standards/expectations at the time of the Joint Ratification (with no Current PEP or "Unsatisfactory or Needs Improvement" in effect on the date of the Joint Ratification) shall also receive a payment in the equivalent amount of four percent (4%) of the employee's base rate (not including any pay supplements such as shift differentials) covering the period July 4, 2015 to the date of Joint Ratification on September 10, 2015, whichever is sooner. This payment shall be added to the employee's base rate of pay.

B. Fiscal Year 2016-2017. For fiscal year 2016-2017, each eligible bargaining unit employee shall receive a wage increase of two percent (2%) as an across the board increase to their base rate of pay (not including pay supplements, such as shift differentials). Eligible employees shall have successfully passed their probationary period and are meeting performance standards/expectations. If an employee has a Current PEP of "Unsatisfactory or Needs Improvement" in effect on the date of the across-the-board increase, the employee will not be eligible to receive the across-the-board wage increase. To be eligible, the employee must have been employed by the University on or before June 30, 2015 and continuously through the effective date of the salary action. The increase should be effective on the first full pay period in July 2016.

C. Fiscal Year 2017-2018. For fiscal year 2017-2018, each eligible bargaining unit employee shall receive a wage increase of one percent (1%) as an across-the-board increase to their base rate of pay (not including pay supplements, such as shift differentials). Eligible employees shall have successfully passed their probationary period as a new employee and are meeting performance standards/expectations. If an employee has a Current PEP of "Unsatisfactory or Needs Improvement" in effect on the date of the across-the-board increase, the employee will not be eligible to receive the across-the-board wage increase. To be eligible, the employee must have been employed on or before June 30, 2016, and continuously through the effective date of the salary action. The increase should be effective on the first full pay period in July 2017.

For the fiscal year 2017-2018, if the United Faculty of Florida and the FIU Board of Trustees enters into a jointly ratified collective bargaining agreement (UFF/FIU CBA) which provides a base salary increase of more than one percent (1%), each eligible bargaining unit employee will receive an amount equivalent to the amount provided in the UFF/FIU CBA but not less than the one percent (1%) as described above in 10.1(c). The increase provided to the bargaining unit employee as a result of the UFF/FIU BOT is not additive. For example, if UFF/FIU CBA provides for an increase of 1.5%, each bargaining unit employee will receive only the 1.5% increase. If the UFF/FIU BOT CBA provides for an increase of less than one percent (1%), each eligible employee bargaining unit will receive the one percent (1%) as described above in 10.1(c). Such increase will be paid on the first full pay period following the joint ratification of the UFF/BOT CBA or the first full pay period in July 2017, whichever is later.

10.2 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.

10.3 Pay Supplements

- A. 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.

- B. This Article is subject to Department SOP's regarding eligibility, performance, etc.

10.4 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.
- 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.

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.

10.5 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.

10.6 Sworn Law Enforcement Certification Award

For each of the fiscal years of 2015-2016, 2016-2017, and 2017-2018 only, each bargaining unit employee will receive a ten dollar (\$10) Sworn Law Enforcement Certification Award every pay period in which he/she maintains his/her sworn law enforcement certification. The Sworn Law Enforcement Certification Award will begin and will be paid on the first full pay period following ratification by both parties.

10.7 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.

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

ARTICLE 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 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 Vice President of Human Resources or designee. Upon completion of program/degree/certification, employee submits written confirmation of the completed coursework/license/certification to supervisor.

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

Associate Degree \$ 500

Baccalaureate Degree \$ 1,000

Master's Degree \$1,500

Doctorate Degree/Juris Doctor \$2,000

Apprenticeship \$ 500

Journeyman \$ 750

Professional Registration or License \$1,000

Professional Certification \$ 500

II. Operational Excellence Award

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

III. Project-based Pay

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

The following criteria will apply to project based pay requirements:

- The amount of the project-based pay may not exceed \$5,000.
- Decision regarding the amount of the lump sum payment should be dependent upon the nature and complexity of the project.
- Recommendation for the amount is to be requested by the respective department with approval by Human Resources.
- Prior to the start of a project, the department head or supervisor must complete a Project Identification Form. The form must be reviewed and approved by the Divisional Vice Presidents or Provost and the Vice President for Human Resources or designee.

IV. Sign-on Bonus

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

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

V. Spot Award

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

Spot awards may be:

- A lump sum dollar amount not to exceed a maximum of \$1,500 in a 12-month period.

- Non-cash (University merchandise, lunch tickets, game tickets, etc.).
- Certificates, plaques, etc.
- Spot Awards are recommended and approved at the department level in conjunction with the Vice President of Human Resources or designee.

VI. Variable Compensation Plan

A lump sum bonus payment awarded as part of a Variable Compensation Plan (VCP). VCPs are pre-approved for individual departments that place a strong value on employee's contribution, ability to impact performance, departmental objectives and revenues generated. The department dean or director must develop specific targets to be achieved, specific goals, pre-established criteria and payout schedule prior to the establishment of the VCP. The VCP must be approved by the Divisional Vice Presidents or Provost and by the Vice President of Human Resources or designee. Payments for non-exempt employees must be included as part of the employee's regular pay when calculating overtime pay.

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

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

SICK LEAVE ACCRUAL

Length of Service	Hours Accrual Per Pay Period
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Full-time employees	4 Hours
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Part-time employees	Accrue sick leave at a rate directly proportionate to the percent of time employed (FTE)
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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

Length of Service with University	Hours Accrued Per Pay Period	Maximum Accrual and Payout Hours
Less than 5 years	5 hours	
More than 5 years but less than 10 years	6 hours	
More than 10 years	7 hours	
		250

Exempt Personnel

Length of Service with University	Hours Accrued Per Pay Period	Maximum Accrual and Payout Hours
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N/A	7	352
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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 Prohibited Discrimination, Harassment and Related Misconduct Including Sexual and Gender-Based Harassment, Sexual Violence, Dating Violence, Domestic Violence, and Stalking

FIU-110 Demonstrations

FIU-111 Camping

FIU-112 Use of University Facilities

FIU-113 Smoke & Tobacco-Free Campus

FIU-2505 Alcoholic Beverages

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>

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>

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>

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>

Dual Employment and Compensation - <http://policies.fiu.edu/files/35.pdf>

Environmental Management Policy - 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>

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>

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

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

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

HIPPA 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>

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

HIPPA 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>

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

Leave Pending Investigation - http://policies.fiu.edu/record_profile.php?id=85

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

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>
Separations of Employment - http://policies.fiu.edu/record_profile.php?id=71
Severe Weather/Emergency Closing - <http://policies.fiu.edu/files/325.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 & Copyrightable 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 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 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 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 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 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 Vice President of Human Resources or designee, to a copy of any identifiable documents relevant to the complaint.

(2) Decision. The Vice President for Human Resources or designee shall notify the complainant of a decision in writing no later than seven (7) days following the meeting. A copy of the decision shall be sent to the complainant, the complainant's representative, and the PBA LTS. Failure of the Vice President for Human Resources or designee to timely respond shall be considered a denial of the complaint and shall entitle the complainant to appeal to Step 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 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 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 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 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 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 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 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 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.

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

The term of this Agreement shall be from July 1, 2015 through June 30, 2018 and the Agreement shall be effective as of the date of ratification.

IN WITNESS WHEREOF, the parties have set their signatures this _____ day of _____, 20__.

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

**FOR THE DADE COUNTY POLICE
BENEVOLENT ASSOCIATION**

Albert Maury
Chairman

John Rivera
President

Mark B. Rosenberg
President

Brendan Coyle
Chief Negotiator

Elizabeth Marston, Chief Negotiator

Luis Fuste, PBA LTS Attorney

Ben Guerrero, FIUPD Representative

Lt. Michael Gonzalez,
Employee Representative for FIU PBA LTS

Joann Cuesta-Gomez, FIU Representative

Date ratified by the PBA LTS: _____

Date ratified by the Board of Trustees: _____