



FLORIDA INTERNATIONAL UNIVERSITY

BOARD OF TRUSTEES

GOVERNANCE COMMITTEE

Monday, March 4, 2019
12:00 pm **approximate start time*
Florida International University
Modesto A. Maidique Campus
MARC 290, Earlene and Albert Dotson Pavilion

Committee Membership:

Claudia Puig, *Board Chair*; Jose J. Armas, *Board Vice Chair*; Cesar L. Alvarez; Leonard Boord;
Gerald C. Grant, Jr.; Justo L. Pozo

AGENDA

1. Call to Order and Chair's Remarks Claudia Puig
2. Approval of Minutes Claudia Puig
3. Action Items
 - G1. Ratification of the 2018-2021 Collective Bargaining Agreement between The Florida International University Board of Trustees and The Dade County Police Benevolent Association Law Enforcement Bargaining Unit (*PBA - Rank and File*)* El pagnier K. Hudson
 - G2. Ratification of the 2018-2021 Collective Bargaining Agreement between The Florida International University Board of Trustees and The Dade County Police Benevolent Association Lieutenants Law Enforcement Bargaining Unit (*PBA - Lieutenants*)* El pagnier K. Hudson
 - G3. Revisions to Regulation FIU-1502 Direct Support Organizations Carlos B. Castillo
 - G4. Presidential Delegations of Authority Carlos B. Castillo
4. New Business (*If Any*) Claudia Puig
5. Concluding Remarks and Adjournment Claudia Puig

The next Governance Committee Meeting is scheduled for Thursday, April 18, 2019

**pending ratification by the PBA - Rank and File and PBA - Lieutenants*

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**THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES
Governance Committee**

March 4, 2019

Subject: Approval of Minutes of Meetings held September 5, 2018 and December 5, 2018

Proposed Committee Action:

Approval of Minutes of the Governance Committee meetings held on Wednesday, September 5, 2018 and Wednesday, December 5, 2018 at the FIU, Modesto A. Maidique Campus, Graham Center Ballrooms.

Background Information:

Committee members will review and approve the Minutes of the Governance Committee meetings held on Wednesday, September 5, 2018 and Wednesday, December 5, 2018 at the FIU, Modesto A. Maidique Campus, Graham Center Ballrooms.

Supporting Documentation: Minutes: Governance Committee Meetings: September 5, 2018 and December 5, 2018

Facilitator/Presenter: Claudia Puig, *Governance Committee Chair*

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**FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES
GOVERNANCE COMMITTEE
MINUTES
SEPTEMBER 5, 2018**

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 Claudia Puig on Wednesday, September 5, 2018 at 12:00 p.m. at the FIU, Modesto A. Maidique Campus, Graham Center Ballrooms.

Board Chair Puig welcomed all Trustees and University faculty and staff to the meeting.

General Counsel Carlos B. Castillo conducted roll call of the Governance Committee members and verified a quorum. Present were Trustees Claudia Puig, *Board Chair*; Cesar L. Alvarez; Leonard Boord; Gerald C. Grant, Jr.; and Justo L. Pozo.

Trustee Jose J. Armas, *Board Vice Chair*, was excused.

Trustees Dean C. Colson, Natasha Lowell, Joerg Reinhold, Marc D. Sarnoff, Jose L. Sirven, III, and Rogelio Tovar and University President Mark B. Rosenberg were also in attendance.

2. Approval of Minutes

Board Chair Puig asked if there were any additions or corrections to the minutes of the Governance Committee meetings held on May 23, 2018 and June 6, 2018. A motion was made and unanimously passed to approve the minutes of the Governance Committee meetings held on Wednesday, May 23, 2018 and Wednesday, June 6, 2018.

3. Action Items

G1. 2018 Florida Educational Equity Act Report

Director of Equal Opportunity Programs and Diversity Shirlyon J. McWhorter presented the 2018 Florida Educational Equity Act Report for the Committee's review. Ms. McWhorter provided an overview of the University's 2017-18 Florida Equity Report, explaining that the Report is comprised of three areas: enrollment; athletics; and employment. She reported on the University's performance in various areas, including the representation of under-represented groups among full-time First Time in College (FTIC) students, research doctorates awarded, and female students' participation in college athletics.

Board Chair Puig and Trustee Gerald C. Grant, Jr. concurred that initiatives in the areas of academic advising, outreach efforts, and student financial assistance have contributed to student success.

In response to Board Chair Puig's inquiry, Provost and Executive Vice President Kenneth G. Furton explained that the percentage of tenured faculty is indicative of an institution's maturity and also is directly correlated with certain national rankings.

In response to Trustee Leonard Boord's inquiry pertaining to metrics that capture the impact of academic advising, Senior Vice President for Academic and Student Affairs Elizabeth M. Bejar stated that while the Equity Report template, which is determined by the Board of Governors, may not provide the format where this information can be presented, quantitative metrics to assess academic advising services can be provided to the Trustees separately. Provost Furton indicated that student dashboards allow advisors to more easily monitor student progress and success, manage their advising relationship, and collect student data.

In response to Trustee Boord's inquiry pertaining to the use of technology in furthering advising efforts, Sr. VP Bejar explained that the University has developed an intrusive model of advising, where advising is mandatory for all students in their freshmen year. She indicated that FIU utilizes a universal advising record and predictive data analytics, which are supported by a technology-augmented advising system.

A motion was made and unanimously passed that the FIU Board of Trustees Governance Committee recommend FIU Board of Trustees approval of the 2018 Florida Educational Equity Act Report.

G2. Ratification of the 2018-2021 Collective Bargaining Agreement between the Florida International University Board of Trustees and the United Faculty of Florida - FIU Chapter

Provost Furton presented the ratification of the 2018-2021 Collective Bargaining Agreement between the FIU Board of Trustees and the United Faculty of Florida - FIU Chapter for Committee review. He presented an overview of the key terms, explaining that the new contract is a three-year contract, that all eligible covered employees will receive a 1.50% retention increase to their base salaries, with a minimum increase of \$750, and that the promotion increase from Instructor to Assistant Librarian will be increased from 9% to 11%

A motion was made and unanimously passed that the FIU Board of Trustees Governance Committee recommend that the FIU Board of Trustees (the BOT) ratify the 2018-2021 Collective Bargaining Agreement between the BOT and the United Faculty of Florida (UFF) – FIU Chapter.

G3. Updated Exclusion Resolution and Designation of Key Management Personnel and Delegation of Authority

Provost Furton presented the Updated Exclusion Resolution and Designation of Key Management Personnel and Delegation of Authority for Committee review. He explained that Department of Defense regulations and policy require that the University's key management personnel, including Board of Trustees members, either be cleared to the level of the facility clearance or be expressly excluded from classified access. He stated that the composition of the FIU Board of Trustees has changed since the adoption of the Exclusion Resolution and that accordingly, an update to the Exclusion Resolution is needed to reflect the current composition of the FIU Board of Trustees and the exclusion of those Board members, including the new Board of Trustees members, from the requirements for a personnel security clearance.

A motion was made and unanimously passed that the FIU Board of Trustees Governance Committee recommend that the Florida International University Board of Trustees adopt a Resolution that updates the exclusion of the named members of the FIU Board of Trustees from the requirements for a personnel security clearance and adopt a Resolution designating Key Management Personnel for Florida International University's facility clearance, and delegating to them certain responsibilities and authorities pursuant to the National Industrial Security Program Operating Manual (NISPOM).

4. New Business

No new business was raised.

5. Concluding Remarks and Adjournment

With no other business, Board Chair Claudia Puig adjourned the meeting of the Florida International University Board of Trustees Governance Committee on Wednesday, September 5, 2018 at 12:29 p.m.

There were no Trustee requests.

MB 9.12.18

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**FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES
GOVERNANCE COMMITTEE
MINUTES
DECEMBER 5, 2018**

1. Call to Order and Chair's Remarks

The Florida International University Board of Trustees' Governance Committee meeting was called to order by Board Vice Chair Jose J. Armas on Wednesday, December 5, 2018 at 12:27 p.m. at the FIU, Modesto A. Maidique Campus, Graham Center Ballrooms.

Board Vice Chair Armas welcomed all Trustees and University faculty and staff to the meeting.

General Counsel Carlos B. Castillo conducted roll call of the Governance Committee members and noted that a quorum was not established. Present were Trustees Jose J. Armas, *Board Vice Chair*; Leonard Boord; and Justo L. Pozo.

Trustees Claudia Puig, *Board Chair*; Cesar L. Alvarez; and Gerald C. Grant, Jr. were excused.

Trustees Dean C. Colson, Natasha Lowell, Joerg Reinhold, Sabrina L. Rosell, Marc D. Sarnoff, and Rogelio Tovar and University President Mark B. Rosenberg were also in attendance.

On behalf of Board Chair, Claudia Puig, Board Vice Chair Armas requested that Trustee Dean C. Colson serve as the Board's designated point person to work with the University administration to develop and finalize amendments to the University's DSO Regulation and the Delegations of Presidential Authority. Trustee Colson agreed to the role.

2. Approval of Minutes

Item was deferred to the next regularly scheduled Committee meeting.

3. Discussion Items

3.1 Amended Board of Governors Regulation 9.011 University Direct Support Organizations and Health Services Support Organizations

General Counsel Castillo explained that earlier in the year, Senate Bill 4 was passed by the State Legislature and signed into law by the Governor and included amendments to Florida's statutory law with respect to Direct Support Organizations ("DSOs"). He stated that in response to Senate Bill 4, the Board of Governors ("BOG"), at their November meetings, passed amendments to BOG Regulation 9.011, which covers DSOs and Health Services Support Organizations. He indicated that the legislative and BOG amendments require that the University review existing Regulation FIU-1502 on DSOs and make required amendments.

General Counsel Castillo delineated three key areas of BOG amendments, noting that these pertained to real estate and construction renovation thresholds, purchases of goods and services thresholds, and Board of Trustees appointments to DSOs. In terms of Board of Trustees appointments, he stated that at the September FIU Board of Trustees Full Board meeting, Chair Puig announced that she had requested: Trustee Grant serve as the FIU Board of Trustees Chair appointed representative on the FIU Foundation, Inc. Board of Directors and its Executive Committee; Trustee Alvarez serve as the FIU Board of Trustees Chair appointed representative on the FIU Research Foundation Board of Directors and its Executive Committee; and Trustee Tovar serve as the FIU Board of Trustees Chair appointed representative on the FIU Athletics Finance Corporation Board of Directors and its Executive Committee.

General Counsel Castillo noted that thus far four SUS institutions (USF, FAU, UNF, and FPU) have taken action and then subsequently highlighted the approaches taken by these institutions in terms of specifying numeric thresholds for real estate and construction renovation and for purchases of goods and services.

Trustee Colson explained that this amendment ensures the appropriate level of oversight in terms of the DSOs and that with respect to a possible approach for the FIU Board of Trustees, notification(s) to the appropriate Committee(s) of the Board and ensuring that expenditures are appropriately budgeted for will likely be adequate.

3.2 Board of Trustees-President Delegation of Authority

General Counsel Castillo explained that at the request of the BOG, SUS institutions have been in the process of reviewing and amending their delegations of authority to their respective Presidents. He noted that the BOG requested that each SUS institution, through their respective Board Chairs, submit during the fall of 2016 to the BOG a summary of existing delegations and that subsequently, the BOG asked the Board Chairs to assess their respective institution's delegations based on a discussion draft of Delegation Best Practices and Principles

General Counsel Castillo delineated a comparison chart of the SUS institutions to identify what actions other institutions have taken or are in the process of taking in five key areas: procurement (non-construction); construction/change orders; presidential direct reports; real estate leases; and lawsuits and claims authority.

Trustee Natasha Lowell voiced a concern over the timeliness of requiring Board of Trustees approval for change orders. In response to Trustee Leonard Boord's inquiry, General Counsel Castillo indicated that other than the BOG's discussion draft, there was no guidance from the BOG and explained that ultimately the delegations should meet the needs of the individual institution.

Trustees Boord and Tovar concurred that the frequency of varying threshold ranges should be reviewed, noting that while Board of Trustees approval may not be a viable option for frequently occurring thresholds, it may be appropriate for a threshold that may only occur once a year or less.

4. New Business

No new business was raised.

5. Concluding Remarks and Adjournment

With no other business, Board Vice Chair Jose J. Armas adjourned the meeting of the Florida International University Board of Trustees Governance Committee on Wednesday, December 5, 2018 at 12:50 p.m.

There were no Trustee requests.

MB 12.10.18

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THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES
Governance Committee

March 4, 2019

Subject: Ratification of the 2018-2021 Collective Bargaining Agreement between The Florida International University Board of Trustees and The Dade County Police Benevolent Association Law Enforcement Bargaining Unit

Proposed Committee Action:

Recommend that the Florida International University Board of Trustees (the BOT) ratify the 2018-2021 Collective Bargaining Agreement between the BOT and The Dade County Police Benevolent Association Law Enforcement Bargaining Unit (PBA Rank and File Unit).

Background Information:

Representatives of the BOT and the PBA Rank and File Unit have engaged in collective bargaining and reached a tentative agreement on the terms of the articles and policies of the 2018-2021 BOT-PBA Rank and File Unit Collective Bargaining Agreement for a term commencing on the date of ratification and running through June 30, 2021. The unit is scheduled to vote on ratification on February 27, 2019. Amendments have been made to the following sections:

- Article 3: Employee Representation and PBA Activities
- Article 5: Layoffs and Recall
- Article 6: Health and Safety
- Article 9: Uniforms and Equipment
- Article 10: Wages
- Article 17: Sick Leave
- Article 24: Compliance with Regulations, Policies or Department SOPs
- Added a new policy on Restricted Leave

Florida Board of Governors Regulation 1.001(5)(b) provides that each board of trustees shall act as the sole public employer with regard to all public employees of its university for the purposes of collective bargaining and shall serve as the legislative body for the resolution of impasses with regard to collective bargaining matters.

Supporting Documentation:

Term Sheet: FIU Board of Trustees - PBA Rank and File
Draft 2018-2021 BOT-PBA Rank and File Collective
Bargaining Agreement, *redline*

Facilitator/Presenter:

El pagnier K. Hudson

Pending ratification by the PBA - Rank and File

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BOT-PBA Rank and File Term Sheet

Term:	2018-2021
Articles:	The following articles of the collective bargaining agreement were revised as outlined below: Employee Representation and PBA Activities; Layoffs and Recall; Health and Safety; Uniforms and Equipment; Wages; Sick Leave; and Compliance with Regulations, Policies or Department SOPs.
Policies:	The following policy of the collective bargaining agreement was added: Restricted Leave as outlined below.
Article 3: Employee Representation and PBA Activities:	<ul style="list-style-type: none"> Added language requiring the PBA to notify the Chief of Police in writing when selecting FIU PBA representatives.
Article 5: Layoffs and Recall:	<ul style="list-style-type: none"> Clarified that seniority will be the basis for a layoff.
Article 6: Health and Safety:	<ul style="list-style-type: none"> Added language requiring the PBA to notify the Chief of Police in writing when selecting FIU PBA representatives for the University-wide health and safety committee.
Article 9: Uniforms and Equipment:	<ul style="list-style-type: none"> Added one flashlight. Increased the uniform maintenance allowance from \$450 to \$500. Increased the plainclothes officers' uniform allowance from \$500 to \$1000.
Article 10.4: Overtime and Compensatory Time:	<ul style="list-style-type: none"> Amended to permit non-exempt employees to accrue up to 160 hours of compensatory time to be paid at separation. Accruals over the threshold must be paid within 180 days from accrual.
Article 10.5: Sworn Law Enforcement Certification Award:	<ul style="list-style-type: none"> There are no other wage increases except the sworn law enforcement certification award. In lieu of the \$10 per pay period, increased the award to one-half percent (0.5%) of wages effective the first pay period upon ratification. For the fiscal year 2019-2020, one percent (1%) will be paid effective the first pay period July 1, 2019. For the fiscal year 2020-2021, five percent (5%) will be paid effective the first pay period July 1, 2020.
Article 10.6: Additional Wage Increases:	<ul style="list-style-type: none"> Revised language to indicate that a market equity adjustment needs to be approved by the PBA.
Article 17: Sick Leave:	<ul style="list-style-type: none"> Added a sick leave incentive so that the officers will receive a one-time bonus of \$450 if they take no more than three (3) sick leave days during a fiscal year.

BOT-PBA Rank and File Term Sheet

Article 24: Compliance with Regulations, Policies or Department SOPs	<ul style="list-style-type: none">• Updated the list of regulations and policies.
Policy: Restricted Leave:	<ul style="list-style-type: none">• Added a new policy making it clear the Chief of Police can restrict leave when emergencies or events require all personnel be on-duty to provide effective and efficient police services (e.g., commencement).

COLLECTIVE BARGAINING AGREEMENT

between

THE FLORIDA INTERNATIONAL UNIVERSITY

BOARD OF TRUSTEES

and the

DADE COUNTY POLICE BENEVOLENT ASSOCIATION

LAW ENFORCEMENT BARGAINING UNIT

~~2015-2018~~2018-2021

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[Will update article and page upon tentative agreement]

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PREAMBLE

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

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

ARTICLE 1 RECOGNITION

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

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

ARTICLE 2 DEFINITIONS

The terms used in this Agreement are defined as follows:

- ☐ "Administration" means Florida International University acting through its President and staff.
- ☐ "Bargaining unit" means those employees, collectively, represented for collective bargaining purposes by the Dade County Police Benevolent Association.
- ☐ "Board," "BOT," or "Board of Trustees" means the body established to govern Florida International University by Article 9, Section 7 of the Florida Constitution, acting through the President and staff.

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

- ☐ “University Regulation(s)” means those regulations that the Florida International University Board of Trustees have promulgated.

ARTICLE 3 EMPLOYEE REPRESENTATION AND PBA ACTIVITIES

3.1 Designation and Selection of Representatives

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

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

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

3.3 Consultation.

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

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

3.4 Employee Information and Rules Provided.

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

3.5 Negotiations.

A. Parties and Location.

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

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

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

3.6 Bulletin Boards

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

ARTICLE 4 GRIEVANCE AND ARBITRATION PROCEDURE

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

4.2 For the purpose of determining deadlines for actions as set forth in this Article, the parties agree that, if said deadline falls on a weekend or a University recognized holiday, the deadline for said action shall be on the following business day. Every effort will be made by the parties to settle all grievances as soon as possible. The time limits set forth shall be strictly complied with and can only be extended by mutual agreement of the parties in writing. Mutual agreements may be evidenced by email exchanges. Any grievance shall be considered settled at the last level considered if the grievant fails to timely process the grievance to the next level. The term "days" shall mean business days. The date of receipt shall not be included in the count of days. Compliance with any time limit under this Article shall be determined by the date-stamped receipt executed by the office receiving the grievance or the person receiving the decision.

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

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

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

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

B. **STEP 1:**

- (1) **Filing.** If the grievance has not been satisfactorily resolved through the informal resolution process or if the grievant has chosen not to use the informal resolution process but wants to file a grievance, the grievant or the PBA may file Step 1 by filing a fully executed Step 1 form which is attached. The Step 1 form must be filed with the 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 1 meeting shall discuss the grievance. Any party bringing legal counsel to the Step 1 meeting shall provide at least five (5) days' advance written notice to all other parties before the Step 1 meeting. At the Step 1 meeting, the grievant shall have the right to present any evidence in support of the grievance.
 - (a) **Documents.** In advance of the Step 1 meeting, the grievant shall have the right, upon written request to the 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. 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 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 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, or when the decision was due in the Step 1 process. The grievance may be withdrawn by the PBA at any point prior to issuance of the Arbitrator's decision by providing written notification to the Arbitrator and the Vice President of Human Resources or designee.

- (1) The parties hereby agree that the arbitration selection procedure will be as follows:
 - A. The party requesting arbitration shall, concurrently with its filing of the Step 2 form, notify the American Arbitration Association (AAA) of the filing of the grievance and request a list of seven (7) arbitrators sent to each party.
 - B. Within seven (7) days of when the last party receives the list from the AAA, the parties shall meet to select an arbitrator. Each party shall alternatively strike arbitrators from the list until one remains with a coin toss used to determine which party strikes first. The party requesting arbitration shall notify AAA of the party's selection.
- (2) Authority of the Arbitrator.
 - A. Unless the parties agree in writing to the contrary, only one grievance may be submitted to the arbitrator at any one hearing.
 - B. The arbitrator shall not add to, subtract from, modify, ignore, or alter the terms or provisions of this Agreement, or the provisions of applicable law, rules, or regulations having the force and effect of law. The arbitrator shall not have the power to limit or interfere in any way with the powers, duties, and responsibilities of the University under applicable law, rules, and regulations having the force and effect of law. The arbitrator shall be confined solely to the application and/or interpretation of the Agreement and the precise issue(s) submitted for arbitration. The arbitrator shall determine each dispute in accordance with the terms of this Agreement and in accord with a "Submission Agreement," if one can be agreed to. If there is no Submission Agreement, then the arbitrator will rely on the grievances as written under Step 1 of this Agreement.
 - C. Where a University official has made a judgment involving the exercise of discretion, the arbitrator shall not substitute its judgment for that of the University official. Nor shall the arbitrator review such decision except for the purpose of determining whether the decision has violated the Agreement.
 - D. The Hearing. The arbitrator shall hold the hearing in Miami-Dade County unless otherwise agreed by the parties. The hearing shall commence within sixty (60) days of the arbitrator's acceptance of selection, or as soon thereafter as is practicable. The parties shall stipulate to the issue(s) prior to the hearing before the arbitrator. If the parties are unable to stipulate to the issue(s) prior to such hearing, the parties shall proceed to a hearing on applicability of this procedure based on either procedural or substantive concerns ("applicability"). Issues of applicability shall be bifurcated from

the substantive issues and, whenever possible, determined by means of a hearing conducted by conference call. The arbitrator shall have ten (10) days from the hearing on applicability to render a decision on the applicability issues. If the process is judged to be applicable to the complaint, the arbitrator shall then proceed to hear the substantive issue(s) in accordance with the provisions of this Agreement.

- E. The arbitrator shall rule on arbitrability before issuing a decision on the merits. If a lawsuit is filed over arbitrability, the arbitration shall not commence until the lawsuit has terminated in the trial court. If the grievance was found to be arbitrable, then the grievance would be assigned to another arbitrator using the same process as used for selecting the first arbitrator.
- F. The arbitrator shall issue the decision within thirty (30) days of the close of the hearing on the substantive issue(s) or the submission of briefs, whichever is later, unless additional time is agreed to by the parties in writing. The decision shall be in writing and shall set forth findings of fact, reasoning, and conclusions on the issues submitted. Except as expressly specified in this Article, the provisions of the Florida Arbitration Code, Chapter 682, Florida Statutes, shall not apply. Except as modified by the provisions of this Article, the arbitration proceeding shall be conducted in accordance with the Labor Arbitration Rules and Procedures of the American Arbitration Association.
- G. In rendering its decision, the arbitrator shall refrain from issuing any statements of opinion or conclusions not essential to the determination of whether the act or event giving rise to the grievance violated a provision of this Agreement.
- H. If the arbitrator determines that an Article has been violated, the arbitrator shall direct the University to take appropriate action. The arbitrator may award back salary where the arbitrator determines that the employee is not receiving the appropriate salary from the University, but the arbitrator may not award other monetary damages or penalties. The arbitrator shall have no power to establish wages, rates of pay for new jobs, or to change any wage unless the arbitrator is specifically empowered to do so by both parties in writing. An arbitrator's award may be retroactive based on the equities each case may demand, but in no case shall an award be retroactive to a date earlier than thirty days (30) days prior to the date the grievance was originally filed in this Article, except in cases where compensation is the issue, and in such cases, an Award may be retroactive to a maximum of sixty (60) days prior to the date the grievance was originally filed.
- I. The decision or award of the arbitrator shall be final and binding upon the University, the PBA, and the grievant provided that either party may appeal to an appropriate court of law a decision that was rendered by the arbitrator acting outside of or beyond the arbitrator's jurisdiction.
- J. Venue. For purposes of venue in any judicial review of an arbitrator's decision issued under this Article, the parties agree that such an appeal shall be filed in the courts in Miami-Dade County, Florida unless both parties specifically agree otherwise in a particular instance. In an action commenced in Miami-Dade County, neither the University nor the PBA will move for a change of venue based upon the grievant's residence in-fact if other than Miami-Dade County.
- K. Fees and Expenses. All fees and expenses of the arbitrator shall be divided equally between the parties unless mutually agreed otherwise. Each party shall bear the cost

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

4.6 The following general rules are applicable to this Article:

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

ARTICLE 5 LAYOFFS AND RECALL

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

5.2 ~~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.~~

~~Employees shall be laid-off in the inverse order of seniority on the job as a sworn law enforcement officer at the University (i.e., the most recently hired employee as a sworn law enforcement officer will be the first to be laid off, regardless of rank at time of layoff). Employees shall be bumped downward in accordance~~

with seniority in classification. Time spent in a higher classification shall be credited to the employee for the purpose of calculating layoffs and “bumping downward.” It is understood by the parties that probationary employees shall be laid-off first.

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

ARTICLE 6 HEALTH AND SAFETY

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

6.2 Safety Committee. The PBA will name one employee to serve on a University-Wide Safety Committee. Written notification will be sent to the Chief of Police with the names of the employee representatives and any successors. Any individual selected to serve in this capacity will make appropriate scheduling arrangements, with management's approval, to ensure his/her attendance does not adversely affect operations.

6.3 Employee Health and Safety.

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

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

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

6.4 Vehicles and Equipment.

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

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

C. The University shall provide its employees with custom-fitted bullet resistant vests. Vests shall be replaced as per the stated warranty. The wearing of these vests is at the discretion of the

employee, however, employees are strongly encouraged to wear the vest at all times when on duty, and the University reserves the right to require the wearing of the vest at the direction of the Chief or his/her designee.

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

**ARTICLE 8
DUES DEDUCTION**

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

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

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

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

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

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

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

ARTICLE 9 UNIFORMS AND EQUIPMENT

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

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

- A. Gun belt, either 2 ¼ inches or 3 inches, as appropriate for the individual employee.
- B. Firearm safety (snatch resistant) holster; ~~and~~
- C. Three (3) magazines and an approved case for spare ammunition; ~~and~~
- D. One (1) flashlight.

9.3 Uniform Maintenance and Shoe Allowance. The University will provide employees who are furnished and required to wear by the University a uniform, a uniform maintenance allowance in the amount of five hundred dollars (\$450.00) ~~(\$500.00)~~ annually, unless laundry and dry cleaning facilities are available and the service is furnished by the University without cost to the employees. In addition, such employees shall receive a shoe allowance in the amount of one hundred fifty dollars (\$150.00) annually, unless shoes are furnished by University.

9.4 Clothing Allowance. Employees assigned to full-time plain clothes positions shall receive a clothing allowance in the amount of one thousand dollars (\$500.00) ~~(\$1000.00)~~ annually, and a shoe allowance in the amount of one hundred fifty dollars (\$150.00) annually, unless the shoes are furnished by the University.

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

9.6 Recreational Use Privileges. The Department will pay for the cost of the University Recreation Facility services as the employee uses such services. All sworn law enforcement personnel covered by this agreement shall receive an annual standard University Recreational Facility membership at no cost.

ARTICLE 10 WAGES

~~10.1 General Wage Increases.~~

~~A. Upon Joint Ratification.~~

~~i. Definitions.~~

- ~~1) "Current PEP" means the University 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 six one percent (61%) as a market adjustment to their base rate of pay (without including pay supplements, such as shift differentials). To be eligible, the employee must be employed on or on or 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. Employees that have not passed their probationary period as a new employee at the time of Joint Ratification will receive this wage increase in the first full pay period after they pass their probationary period as a new employee.~~

~~A. Fiscal Year 2016-2017. For fiscal year 2016-2017, each eligible bargaining unit employee shall receive a wage increase of five one percent (5%) as an across-the-board increase to the 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 University Performance Excellence Process (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 increase. To be eligible, the employee must have been employed by the University on or before June 30, 2016. The increase should be effective on the first full pay period in July October 20169. Employees that have not passed their probationary period as a new employee as of June~~

~~September 30, 2016 will receive this wage increase in the first full pay period after they pass their probationary period as a new employee.~~

- ~~B. **Fiscal Year 2017-2018.** For fiscal year 2017-2018, each eligible bargaining unit employee shall receive a wage increase of three one percent (3%) as an across the board increase to the base rate of pay (not including pay supplements, such as shift differentials). Eligible employees shall have successfully passed their initial 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 increase. To be eligible, the employee must have been employed by the University on or before June 30, 2017. The increase should be effective on the first full pay period in July October 2017~~20~~. Employees that have not passed their probationary period as a new employee as of June 30, 20,17~~2020~~ will receive this wage increase in the first full pay period after they pass their probationary period as a new employee.~~

~~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 three percent (3%), each eligible bargaining unit employee will receive an amount equivalent to the amount provided in the UFF/FIU CBA but not less than the three percent (3%) as described above in this subparagraph. 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 3.5%, each bargaining unit employee will receive only the 0.5% increase. If the UFF/FIU BOT CBA provides for an increase of less than three percent (3%), each eligible employee bargaining unit will receive the three percent (3%) as described above in this subparagraph. 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.~~

10.21 Shift Differential Pay

- A. Purpose: To set criteria for payment of premium shift differential for employees who work shifts other than the regular day shift to meet the needs of the University.
- B. Policy: Employees are eligible to be paid a shift differential salary additive for the entire shift when assigned to work an evening or a night shift as follows:

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

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

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

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

10.32 Pay Supplements

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

10.43 Off-Duty Pay

- A. Purpose: To establish guidelines to compensate law enforcement personnel for off-duty pay.
- B. Definition: An off-duty assignment is any assignment that is being funded by an outside funding source and not from a FIU funding source or budget regardless of department. FIU and, then in turn, the FIUPD are being reimbursed by an outside funding source at a premium rate of pay.
- C. Policy: Law enforcement personnel are entitled to off-duty pay when an employee is assigned an off-duty event. The law enforcement personnel working the off-duty event does not have to work a forty (40) hour workweek to be compensated at the off-duty pay.
- D. The hours worked as part of the off-duty assignment shall not be counted as hours worked for the purpose of calculating overtime for that week. An employee reporting to an off-duty event shall be guaranteed two (2) hours of off-duty pay if the event is cancelled or concluded prior to the end of the two hour period. An employee who fails to adhere to the Department's procedures for determining the status of the event prior to reporting for such duty will lose eligibility of the guaranteed two hours.

- E. If, after the employee reports to work, the event is cancelled or concluded prior to the end of the guaranteed two (2) hours, management may assign other law enforcement duties to the employee during the guaranteed two-hour period.
- F. Subject to operational necessity, the University agrees that officers from outside agencies will not be assigned an off-duty event shift that is longer than the shift offered to the FIUPD employee unless the FIUPD employee declines to work the longer shift. This provision does not apply to specialized units.

10.54 Overtime Pay and Compensatory Time

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

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

10.65 Sworn Law Enforcement Certification Award

~~For each of the fiscal years 2015-2016, 2016-2017, 2017-2018, 2018-2019, 2019-2020 and 2020-2021, and for the duration of this Agreement only, each bargaining unit employee will receive a ten dollar (\$10) Sworn Law Enforcement Certification Award equal to one (1%) of their base rate of pay (without pay supplements, such as shift differentials), paid out over the course of 26.1 pay periods in each of the pay periods 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.~~

~~Effective the first full pay period following joint ratification, the ten dollar (\$10) Sworn law Enforcement Certification Award being received by bargaining unit employees every pay period they maintain their sworn law enforcement certification shall be increased to a one percent (1%) pay supplement.~~

~~Effective the first full pay period following July 1, 2019, this supplement shall increase to two percent (2%).~~

~~Effective the first full pay period following July 1, 2020, this supplement shall increase to three percent (3%).~~

~~Effective the first full pay period following joint ratification, the ten dollar (\$10) Sworn Law Enforcement Certification Award being received by bargaining unit employees every pay period they maintain their sworn law enforcement certification shall be changed to a half of one percent (0.5%) pay supplement. The pay supplement shall be paid bi-weekly based on the employees' bi-weekly earnings as listed in their paycheck summary, to include Shift Differential Pay – 10.1; Pay Supplements – 10.2; Overtime Pay – 10.4 and Criminal Justice Incentive Pay (CJIP) if earned by the member for that pay period. Any bonuses (as outlined in Article 15-Bonus Policy and Article 17-Sick Leave Policy) and Uniform Allowances (Article 9) will not be calculated in the processing of this Award. The Award does not affect the base rate of pay for calculating over-time and shift differential.~~

~~Effective the first full pay period in July 2019, this supplement shall be increased to one percent (1%). The pay supplement shall be paid bi-weekly based on employees' bi-weekly earnings as listed in their paycheck summary, to include Shift Differential Pay – 10.1; Pay Supplements – 10.2; Overtime Pay – 10.4 and Criminal Justice Incentive Pay (CJIP) if earned by the member for that pay period. Any bonuses (as outlined in Article 15-Bonus Policy and Article 17-Sick Leave Policy) and uniform allowances (Article 9) will not be calculated in the processing of this Award. The Award does not affect the base rate of pay for the purpose of calculating overtime and shift differential.~~

~~Effective the first full pay period in July 2020, this supplement shall be increased to five percent (5%). This pay supplement shall be paid bi-weekly based on the employees' bi-weekly earnings as~~

listed in their paycheck summary, to include Shift Differential Pay – 10.1; Pay Supplements – 10.2; Overtime Pay – 10.4 and Criminal Justice Incentive Pay (CJIP) if earned by the member for that pay period. Any bonuses (as outlined in Article 15-Bonus Policy and Article 17-Sick Leave Policy) and uniform allowance (Article 9) will not be calculated in the processing of this Award. The Award does not affect the base rate of pay for the purpose of calculating overtime and shift differential.

10.76 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. Market equity adjustments may be provided with approval by the PBA.

ARTICLE 11 INSURANCE BENEFITS

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

ARTICLE 12 GROOMING STANDARDS

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

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

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

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

ARTICLE 13 REPLACEMENT OF PERSONAL PROPERTY

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

13.2 Specific Reimbursement Allowances and Approvals.

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

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

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

ARTICLE 14 BEREAVEMENT LEAVE

STATEMENT

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

REASON

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

DEFINITIONS

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

ARTICLE 15 BONUS POLICY

STATEMENT

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

REASON

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

DEFINITIONS

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

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

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

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

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

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

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

PROCEDURES

I. Educational Incentive Award

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

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

Associate Degree \$ 500

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

II. Operational Excellence Award

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

III. Project-based Pay

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

The following criteria will apply to project based pay requirements:

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

IV. Sign-on Bonus

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

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

V. Spot Award

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

Spot awards may be:

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

VI. Variable Compensation Plan

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

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

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/doctor’s note](#) to establish whether the employee is fully recovered and capable of returning to his/her duties.

[Employees using no more than three \(3\) sick days during the fiscal year will receive a bonus of four hundred and fifty dollars \(\\$450.00\). The fiscal year runs from July 1st, through June 30th. The bonus will be paid in the first full pay period after June 30th. Members using periodic sick time, such as but not limited to,](#)

leaving early due to illness, will not be eligible for the bonus if they use more than 30 hours of sick time during the fiscal year. Members working 5/8 hours shifts will also be limited to 30 hours of sick time per fiscal year in order to receive the bonus.

SICK LEAVE ACCRUAL

Length of Service Hours Accrual Per Pay Period

Full-time employees 4 Hours

Part-time employees Accrue sick leave at a rate directly proportionate to the percent of time employed (FTE)

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

DEFINITIONS

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

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

ARTICLE 18

TEMPORARY OR PERMANENT LATERAL REASSIGNMENT

STATEMENT

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

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

DEFINITIONS

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

ARTICLE 19

VACATION

STATEMENT

Employees shall accrue vacation leave in accordance with the table included in this policy. Vacation leave earned during any pay period shall be credited to the employee on the last day of that pay period. During leaves of absence with pay, an employee shall continue to earn vacation leave credits.

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

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

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

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

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

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

Non-Exempt Personnel

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
N/A	7	352

Nine-month Faculty Members

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

REASON

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

**ARTICLE 20
JURY DUTY AND COURT APPEARANCES**

STATEMENT:

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

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

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

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

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

**ARTICLE 21
MANAGEMENT RIGHTS**

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

21.2 The management of the Department personnel and the direction of its work force, including but not limited to the exclusive right: to determine whether all or any part of the operations covered by this Agreement shall commence, cease, continue, reduce or increase; to remove the operation or any part thereof to any location; to establish new jobs; to abolish or change existing jobs and to increase or decrease the number of jobs or employees; to change materials, processes, products, service, equipment, work schedules and methods of operation to introduce new materials, equipment, services or facilities; to assign work to be performed; to assign or reassign employees to shifts, increase or abolish shifts and rotate shifts; to require employees to work overtime; to establish and change hiring procedures; to set the work schedules; to transfer employees from job to job, shift to shift or campus to campus either on a permanent or temporary basis; to evaluate and direct the work of the employees covered by this Agreement; to maintain, enforce, rescind or change University or Department policies, procedures, rules, orders, practices, and directives not inconsistent with this Agreement or covering mandatory subjects of bargaining; to establish or change operational standards; to determine the services to be provided by University and by law enforcement personnel; to lay off employees as provided in Article 5 of this Agreement; to establish requirements for employment; to promote and demote employees; and to have complete authority to exercise those rights and powers incidental thereto, including the right to alter or vary past practices not involving mandatory subjects of bargaining as University may determine to be necessary for the orderly and efficient operation of the Department as specified in this Agreement. University's failure to exercise any right hereby reserved to it or its exercising any right in a particular way shall not be deemed a waiver of its right to exercise such right, nor preclude University from exercising the same right in some other way not in conflict with the express provisions of this Agreement.

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

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

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

ARTICLE 22 TOTALITY OF AGREEMENT

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

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

this Agreement.

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

ARTICLE 23 SAVINGS CLAUSE

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

ARTICLE 24 COMPLIANCE WITH REGULATIONS, POLICIES, OR DEPARTMENT SOPs

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

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

FIU Regulations

FIU-105 ~~Prohibited Discrimination, Harassment and Related Misconduct Including Sexual and Gender-Based Harassment, Sexual Violence, Dating Violence, Domestic Violence, and Stalking~~ [Sexual Misconduct \(Title IX\)](#)

[FIU-104 Nondiscrimination, Harassment and Retaliation \(Title VII\)](#)

FIU-110 ~~Demonstrations~~ [Expressive Activities in Outdoor Areas on Campus](#)

FIU-111 Camping

FIU-112 Use of University Facilities

FIU-113 Smoke & Tobacco-Free Campus

[FIU-115 Skateboarding, Skates, Scooter, Ripstiks, Hoverboards and Other Similar Devices and High Risk Activities on University Property](#)

FIU-2505 Alcoholic Beverages

[Access Control For University Buildings and Facilities 520.020 - https://policies.fiu.edu/files/816.pdf](#)

Access to Official Personnel Records - <http://policies.fiu.edu/files/57.pdf>

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

[Alcoholic Beverages and Illegal Drug Possession 185.001 - https://policies.fiu.edu/files/825.pdf](#)

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

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

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

Anonymous Complaints - <http://policies.fiu.edu/files/23.pdf>" <http://policies.fiu.edu/files/23.pdf>
Applications Software Resources Purchasing, Licensing & Use - <https://policies.fiu.edu/files/556.pdf>"
<https://policies.fiu.edu/files/556.pdf>
Approval of Perquisites - <http://policies.fiu.edu/files/26.pdf>" <http://policies.fiu.edu/files/26.pdf>
Automated External Defibrillator (AED) policy - <https://policies.fiu.edu/files/793.pdf>"
<https://policies.fiu.edu/files/793.pdf>
Business Related Travel - <http://policies.fiu.edu/files/54.pdf>" <http://policies.fiu.edu/files/54.pdf>

[Campus Law Enforcement Authority 185.002 - https://policies.fiu.edu/files/818.pdf](#)

Cash Control Policy - <http://policies.fiu.edu/files/576.pdf>" <http://policies.fiu.edu/files/576.pdf>
Catastrophic Pool - <http://policies.fiu.edu/files/21.pdf>" <http://policies.fiu.edu/files/21.pdf>
Children in the Workplace - <http://policies.fiu.edu/files/42.pdf>" <http://policies.fiu.edu/files/42.pdf>
Confidentiality Agreements - <http://policies.fiu.edu/files/40.pdf>" <http://policies.fiu.edu/files/40.pdf>
Conflict of Interest - <http://policies.fiu.edu/files/106.pdf>" <http://policies.fiu.edu/files/106.pdf>
[Crime Prevention Programs for Students and Employees 185.000 - https://policies.fiu.edu/files/820.pdf](#)
Digital Millennium Copyright Act policy - <http://policies.fiu.edu/files/545.pdf>"
<http://policies.fiu.edu/files/545.pdf>
Domestic Violence leave - <http://policies.fiu.edu/files/708.pdf>" <http://policies.fiu.edu/files/708.pdf>
Dress Code - <http://policies.fiu.edu/files/36.pdf>" <http://policies.fiu.edu/files/36.pdf>
[Employee Wellness Program 1705.016 - https://policies.fiu.edu/files/817.pdf](#)
Dual Employment and Compensation - <http://policies.fiu.edu/files/35.pdf>"
<http://policies.fiu.edu/files/35.pdf>
Environmental Management Policy - <https://policies.fiu.edu/files/349.pdf>"
<https://policies.fiu.edu/files/349.pdf>
Ethics in Purchasing & Gifts - <http://policies.fiu.edu/files/598.pdf>" <http://policies.fiu.edu/files/598.pdf>
Exit Reviews - <http://policies.fiu.edu/files/46.pdf>" <http://policies.fiu.edu/files/46.pdf>
Extra State Compensation from Sponsored Projects for FIU personnel - <http://policies.fiu.edu/files/366.pdf>"
<http://policies.fiu.edu/files/366.pdf>
Firearms and Dangerous Weapons - <http://policies.fiu.edu/files/32.pdf>" <http://policies.fiu.edu/files/32.pdf>
FIU Records - <http://policies.fiu.edu/files/732.pdf>" <http://policies.fiu.edu/files/732.pdf>
Flexible Work Schedule (Flextime) - <http://policies.fiu.edu/files/24.pdf>" <http://policies.fiu.edu/files/24.pdf>
FMLA, Parental, and Medical Leave - <http://policies.fiu.edu/files/28.pdf>" <http://policies.fiu.edu/files/28.pdf>
Fraud Prevention & Mitigation policy - <http://policies.fiu.edu/files/712.pdf>"
[Gift Policy 140.131 - https://policies.fiu.edu/files/856.pdf](#)
<http://policies.fiu.edu/files/712.pdf>
Gramm-Leach-Bliley Act: Safeguards to Protect Confidential Financial Information -
<https://policies.fiu.edu/files/129.pdf>" <https://policies.fiu.edu/files/129.pdf>
Preventing Identity Theft on Covered Accounts Offered or Maintained by Florida International University -
<http://policies.fiu.edu/files/594.pdf>
Health Insurance Portability and Accountability Act Compliance – <http://policies.fiu.edu/files/599.pdf>"
<http://policies.fiu.edu/files/599.pdf>
HIPAA: Sanctions for Unauthorized Uses or Disclosures of Protected Health Information -
<http://policies.fiu.edu/files/601.pdf>
HIPAA: Business Associates - <http://policies.fiu.edu/files/602.pdf>
HIPAA PRIVACY: Use of Protected Health Information for Purposes of Treatment, Payment and health Care
Operations - <http://policies.fiu.edu/files/603.pdf>

HIPAA PRIVACY AND SECURITY: Required Education of Covered Workforce –

<http://policies.fiu.edu/files/604.pdf>

HIPAA PRIVACY: Obtaining Individual Authorization for Use and Disclosure of Protected Health Information

- <http://policies.fiu.edu/files/606.pdf>

HIPAA PRIVACY: Use and Disclosure of Protected Health Information for Marketing Purpose -

<http://policies.fiu.edu/files/608.pdf>

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>

[Incident Breach Reporting Policy 1930.021 - https://policies.fiu.edu/files/862.pdf](http://policies.fiu.edu/files/862.pdf)

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

[International Travel Policy for Employee and Student 320.099 - https://policies.fiu.edu/files/860.pdf](https://policies.fiu.edu/files/860.pdf)

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

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

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

<http://policies.fiu.edu/files/785.pdf>

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

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

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

On Call Pay- http://policies.fiu.edu/record_profile.php?id=59"

http://policies.fiu.edu/record_profile.php?id=59

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>

[Tuesday, February 21, 2019 \(3\)](#)

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

[Security and Access Policy 185.004 -](#)

<https://policies.fiu.edu/files/822.pdf><https://policies.fiu.edu/files/823.pdf>

[Security Awareness and Programs for Students and Employees 185.005 -](#)

[Separations of Employment - http://policies.fiu.edu/record_profile.php?id=71"](#)

http://policies.fiu.edu/record_profile.php?id=71 (pertaining solely to job abandonment)

[Service Awareness and Programs for Students and Employees 185.005 –](#)

[Severe Weather/Emergency Closing - http://policies.fiu.edu/files/325.pdf"](#)

[Service and Emotional Support Animals on Campus 2509.002](#)

[Sex Offenders on Campus 185.006 - https://policies.fiu.edu/files/824.pdf](#)

<http://policies.fiu.edu/files/325.pdf>

[Sick Leave Pool - http://policies.fiu.edu/files/68.pdf" http://policies.fiu.edu/files/68.pdf](#)

[Solicitation, Distribution and Posting - http://policies.fiu.edu/files/67.pdf"](#)

<http://policies.fiu.edu/files/67.pdf>

[Trademark Policy - http://policies.fiu.edu/files/571.pdf" http://policies.fiu.edu/files/571.pdf](#)

[Travel: University Travel Expense Policy - http://policies.fiu.edu/files/548.pdf"](#)

<http://policies.fiu.edu/files/548.pdf>

[Tuition Waiver Program - http://policies.fiu.edu/files/64.pdf" http://policies.fiu.edu/files/64.pdf](#)

[University Golf Cart & Motorized Carts Safety policy - http://policies.fiu.edu/files/781.pdf"](#)

<http://policies.fiu.edu/files/781.pdf>

[University Wireless Network Infrastructure - http://policies.fiu.edu/files/590.pdf"](#)

<http://policies.fiu.edu/files/590.pdf>

[Workplace Violence - http://policies.fiu.edu/files/709.pdf" http://policies.fiu.edu/files/709.pdf](#)

[Works & Copyrightable materials - http://policies.fiu.edu/files/463.pdf" http://policies.fiu.edu/files/463.pdf](#)

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

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

ARTICLE 25

POLICIES SPECIFICALLY APPLICABLE TO THE FIUBOT PBA LAW ENFORCEMENT BARGAINING UNIT

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

DISCIPLINARY ACTIONS

Purpose:

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

Definitions:

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

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

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

Suspension - occurs when an employee is taken off duty for a day or more without pay. **Involuntary Demotion** - occurs when an employee is involuntarily subjected to a reduction-in-pay and higher functioning duties are permanently removed resulting in the employee be placed into a lower level position.

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

Policy:

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

Process for Oral Counseling:

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

In the event that the Oral Counseling has been documented in writing, this document will be maintained in the employee's personnel file kept in FIUPD for a period of two (2) years. If the employee has been without discipline during the two year period, the record of Oral Counseling will

be marked “no longer in effect” and shall not be used by the University in any manner, including but not limited to, progressive discipline, promotions, transfers, or as evidence in a case of subsequent discipline case. The intent of this subsection shall be that the record of Oral Counseling shall be effectively destroyed while abiding by the Florida Public Records laws precluding actual destruction. The two-year period shall run from the date of the issuance of the Oral Counseling. In the event that the employee incurs discipline during that two (2) year period, the Oral Counseling will be considered in determining the appropriate progressive discipline. Records will be retained pursuant to the Florida Department of State Library and Information Services Records Retention schedule (Retention Schedule) which may be amended from time to time. The employee may request that his/her record regarding Oral Counseling be removed from his/her file as allowed by the Retention Schedule.

Process for Written Reprimand:

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

Process for Severe Disciplinary Actions:

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

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

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

Disciplinary Records. If an employee has received a written reprimand, suspension, and/or demotion, the documentation of this discipline will be maintained in the employee’s official personnel file for a period of two (2) years. If the employee has been without discipline during this two (2) year period, the disciplinary record will be marked “no longer in effect” and shall not be used by the University in any manner, including but not limited to, progressive discipline, promotions, transfers, or as evidence in a case of subsequent discipline case. The intent of this subsection shall be that the disciplinary record shall be effectively destroyed while abiding by the Florida Public Records laws precluding actual destruction. The two (2) year period shall run from the date of the issuance of the disciplinary record. In the event that the employee incurs discipline

during that two (2) year period, the prior disciplinary record will be considered in determining the appropriate progressive discipline. Records will be retained pursuant to the Florida Department of State Library and Information Services Records Retention schedule (Retention Schedule) which may be amended from time to time. The employee may request that his/her record regarding discipline be removed from his/her file as allowed by the Retention Schedule after the expiration of the two-year period described in this section.

COMPRESSED WORK SCHEDULE

Purpose:

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

Policy:

A compressed workweek is one in which employees work their assigned number of hours but in fewer than 5 days in one week or fewer than 10 days in one pay period.

Compressed work schedules may be granted in situations where operational necessity job and business related needs can continue to be met even under a compressed schedule.

All full-time employees must work a 40-hour week (or 80-hours each pay period). Eligible employees must obtain permission from their respective supervisor and final approval from Human Resources. Operational requirements must be met.

Service to the customer must be maintained or improved. Costs to the university will not be increased.

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

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

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

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

All requests must be in writing.

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

The pre-approved compressed work schedule agreement may be terminated at any time based on operational necessity and upon notice to the employee. Decisions regarding whether to approve or terminate a compressed work schedule are not subject to any review process (e.g., the Neutral Internal Resolution of Dispute Policy).

HOLIDAYS

Purpose: To establish holidays observed by the University.

Policy:

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

The approved Holidays are:

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

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

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

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

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

OPERATING HOURS

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

Policy:

The standard workweek shall be forty (40) hours. All certified law enforcement officers shall work eight (8) hours for five (5) days unless on an authorized compressed work schedule.

NEUTRAL INTERNAL RESOLUTION OF DISPUTES

Purpose:

To establish and maintain the sole process for resolving disputes concerning BOT-PBA regulations, University regulations, policies, or Department SOPs, and applicable University Policies that impact the terms and conditions of employment of the PBA unit members (the Policy or Policies). The Neutral, Internal Resolution of Policy Dispute Procedure covers any discipline involving a written reprimand, suspension, involuntary demotion, or involuntary termination.

Policy:

1. Policy/Informal Resolution.

The parties agree that all problems should be resolved, whenever possible, before the filing of a complaint and encourage open communications between administrators and employees so that resort to the formal neutral, internal policy dispute resolution (the Policy Dispute Resolution Process) will not normally be necessary. The parties further encourage the informal resolution of complaints whenever possible. At each step in the Policy Dispute Resolution Process, participants are encouraged to pursue appropriate modes of conflict resolution. The purpose of this Policy is to promote a prompt and efficient procedure for the investigation and resolution of complaints relating to the Policies. The procedures set forth shall be the sole and exclusive method for resolving the complaints of employees as defined herein.

2. Resort to Other Procedures and Election of Remedy.

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

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

3. Definitions and Forms as used in this Policy:

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

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

(c) Complaint Forms. The "complaint forms" constitute the Complaint (the "Step 1 form") and Notice of Demand for Internal Policy Dispute Resolution by a Panel (the "Step 2 form"). The parties may agree to consolidate complaints of a similar nature to expedite the review process. In a consolidated complaint, one appropriate form may be attached, bearing the signatures of the complainants.

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

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

4. Burden of Proof

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

5. Representation.

The PBA may elect to represent an employee in a complaint filed hereunder, or an employee may elect self-representation or to be represented to be by another representative not from the PBA. If an employee elects not to be represented by the PBA and has notified the University, the University shall promptly inform (i.e., within seven (7) days) the PBA in writing of the complaint. No resolution of any individually processed complaint shall be inconsistent with the terms of any applicable Policy, and for this purpose, the PBA shall have the right to be present at all meetings called for the purpose of discussing such complaints among parties and shall be sent copies of all decisions at the same time as they are sent to the other parties.

6. Complaint Representatives.

The PBA shall annually (i.e., on or before July 1st) furnish to the University a list of all persons authorized to act as complaint representatives and shall update the list as needed. The PBA will provide the University with written notice of an amended list. The PBA complaint representatives shall have the responsibility to meet all duties and responsibilities incidental to the assigned workload. Some of these activities are scheduled to be performed at particular times. Such representative shall have the right, during times outside of those hours scheduled for these

activities, to investigate, consult, and prepare complaint presentations and attend complaint hearings and meetings. However, such investigations and consultations will not interfere with the normal operations of the University. Should any complaint hearings or meetings necessitate the rescheduling of assigned duties, the representative may, with the approval of the Chief of the FIUPD or his/her designee, arrange for the fulfillment of such duties. Such approval shall not be unreasonably withheld.

7. Appearances.

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

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

8. Time Limits; Date of Receipt.

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

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

PROCEDURES:

1. Informal Resolution Process

The parties strongly encourage the informal resolution of issues that may be complaints under this policy. The complainant may (but is not required to) attempt to resolve his/her complaint with the Chief of the FIUPD or his/her designee. Discussions will be informal for the purpose of settling differences in the simplest and most effective manner. Should the complainant wish to pursue an informal resolution of a complaint, he/she must request a meeting with the Chief or designee within

five (5) days from the act or omission giving rise to the complaint or the date on which the complainant knew or should reasonably have known of such act or omission if that date is later. The Chief or designee will respond with a meeting date and time within five (5) days of the request. If the Chief or designee determines that the Department action should be changed, the Chief or designee will offer the change to the complainant. If the complainant accepts the change, the matter will be considered resolved and there will be no further review. If the Chief or designee determines that the Department action was appropriate or the complainant does not accept the modification offer, the complainant will be informed that he/she can choose to use the Step 1 review process; the Department action will be unchanged. If the complainant chooses to appeal the Department action by initiating the Step process, all parties agree that no one will mention any details about the informal resolution process at Step 1 or Step 2.

2. Step 1.

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

(b) Meeting. The 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. 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 2 process should the PBA elect to take the complaint to that step.

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

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

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

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

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

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

(c) All persons designated to be members of the Panel shall be able to serve on short notice. In addition, the University and the PBA shall jointly provide all Panel members with orientation 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.

(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 sixty (60) days prior to 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, 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 unless an employee is self-represented or

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

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

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

4. Provisions Applicability to the Policy.

(a) Filings and Notification.

All documents required or permitted to be issued or filed pursuant to this Policy may be transmitted by fax, United States mail by certified mail with return receipt requested, or any other recognized delivery service that provides documentation of delivery to the recipient, including email. An e-mail is an acceptable form of delivery unless otherwise noted in this Policy.

(b) Precedent.

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

(c) Reprisal.

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

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

(a) The period for informal resolution of a dispute alleging a violation of the provisions of the Policy on Conflict of Interest and Outside Activity shall be five (5) days from the date the complaint is filed. If not resolved by the Chief or his/her designee by that date or the complainant chose not to use the informal resolution process, the dispute shall be heard at Step 1 by the 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.

RESTRICTED LEAVE

STATEMENT

It is the policy of the Florida International University Police Department (FIUPD) to provide effective and efficient police services to the community. Safety is paramount, and the FIUPD will use all resources in the most prudent manner to accomplish its core mission of service and security. There

are times or events when the effective, efficient and safe operations of the department require the restriction of leave, including but not limited to, scheduled days off. All factors will be taken into consideration when restricting leave, including but not limited to, officer safety, safety of the community, efficient and effective police operations. Restricting leave will never be used punitively and will be implemented strictly, when operational necessity demands it.

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

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

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

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

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

Sick Time Usage

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

REASON

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

SENIORITY

- A. Seniority shall be defined as continuous paid service within the job classification, provided, however, that any unauthorized absence for three (3) or more consecutive work days shall be

considered a break in service. Seniority shall be computed from the date of appointment. In the event that an employee who has been promoted into a higher grade is subsequently demoted and/or returns to a lower grade, the accrued seniority in the higher grade will be added to the previously earned seniority in the lower grade. Seniority shall accumulate during absence because of illness, injury, vacation, military leave or other authorized paid leave. Employees on authorized unpaid leave shall not lose previously accrued seniority, but shall not accumulate seniority during an unpaid leave of more than eighty (80) hours.

- B. Seniority shall be the primary consideration regarding shift assignment, days off, and equipment assignment unless there is an operational need within the Department including, but not limited to, an emergency. Employees will be given fourteen (14) days' notice prior to any transfer resulting in a change of campus site (i.e., the Modesto Maidique Campus, the Biscayne Bay Campus), shift times, or days off. The employee may waive the notice period if he/she so desires.

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

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

**ARTICLE 26
DURATION OF AGREEMENT**

The term of this Agreement shall be from July 1, ~~2015-2018~~ through June 30, ~~2018-2021~~ and the Agreement shall be effective as of the date of ratification.

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

**FOR THE DADE COUNTY POLICE
BENEVOLENT ASSOCIATION**

Claudia Puig, Chairperson

Steadman Stahl, President

Mark B. Rosenberg, University President

Ronald Cohen, Chief Negotiator

Brendan M. Coyle, Chief Negotiator

Liz Marston, Deputy General Counsel

Luis Fuste, PBA Attorney

Iris A. Elijah, Associate University Counsel

Matt Halfhide, Employee Representative

Alexander Casas, Chief of Police

Joann Cuesta-Gomez, FIU/HR Representative

Shelly Ann Davidson, FIU/HR Representative

Date ratified by the PBA: _____

Date ratified by the Board of Trustees: _____

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THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES
Governance Committee

March 4, 2019

Subject: Ratification of the 2018-2021 Collective Bargaining Agreement between The Florida International University Board of Trustees and The Dade County Police Benevolent Association Lieutenants Law Enforcement Bargaining Unit

Proposed Committee Action:

Recommend that the Florida International University Board of Trustees (the BOT) ratify the 2018-2021 Collective Bargaining Agreement between the BOT and The Dade County Police Benevolent Association Lieutenants Law Enforcement Bargaining Unit (PBA Lieutenants Unit).

Background Information:

Representatives of the BOT and the PBA Lieutenants Unit have engaged in collective bargaining and reached a tentative agreement on the terms of the articles and policies of the 2018-2021 BOT-PBA Lieutenants Unit Collective Bargaining Agreement for a term commencing on the date of ratification and running through June 30, 2021. The unit is scheduled to vote on ratification on February 27, 2019. Amendments have been made to the following sections:

- Article 3: Employee Representation and PBA Activities
- Article 5: Layoffs and Recall
- Article 6: Health and Safety
- Article 9: Uniforms and Equipment
- Article 10: Wages
- Article 17: Sick Leave
- Article 24: Compliance with Regulations, Policies or Department SOPs
- Added a new policy on Restricted Leave

Florida Board of Governors Regulation 1.001(5)(b) provides that each board of trustees shall act as the sole public employer with regard to all public employees of its university for the purposes of collective bargaining and shall serve as the legislative body for the resolution of impasses with regard to collective bargaining matters.

Supporting Documentation:

Term Sheet: FIU Board of Trustees - PBA Lieutenants

Draft 2018-2021 BOT-PBA Lieutenants Collective Bargaining Agreement, *redline*

Facilitator/Presenter:

El pagnier K. Hudson

Pending ratification by the PBA - Lieutenants

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BOT-PBA Lieutenants Term Sheet

Term:	2018-2021
Articles:	The following articles of the collective bargaining agreement were revised as outlined below: Employee Representation and PBA Activities; Layoffs and Recall; Health and Safety; Uniforms and Equipment; Wages; Sick Leave; and Compliance with Regulations, Policies or Department SOPs.
Policies:	The following policy of the collective bargaining agreement was added: Restricted Leave as outlined below.
Article 3: Employee Representation and PBA Activities:	<ul style="list-style-type: none"> Added language requiring the PBA to notify the Chief of Police in writing when selecting FIU PBA representatives.
Article 5: Layoffs and Recall:	<ul style="list-style-type: none"> Clarified that seniority will be the basis for a layoff.
Article 6: Health and Safety:	<ul style="list-style-type: none"> Added language requiring the PBA to notify the Chief of Police in writing when selecting FIU PBA representatives for the University-wide health and safety committee.
Article 9: Uniforms and Equipment:	<ul style="list-style-type: none"> Added one flashlight. Increased the uniform maintenance allowance from \$450 to \$500. Increased the plainclothes officers' uniform allowance from \$500 to \$1000.
Article 10.5: Sworn Law Enforcement Certification Award:	<ul style="list-style-type: none"> There are no other wage increases except the sworn law enforcement certification award. In lieu of the \$10 per pay period, increased the award to one-half percent (0.5%) of wages effective the first pay period upon ratification. For the fiscal year 2019-2020, one percent (1%) will be paid effective the first pay period July 1, 2019. For the fiscal year 2020-2021, five percent (5%) will be paid effective the first pay period July 1, 2020.
Article 10.6: Additional Wage Increases:	<ul style="list-style-type: none"> Revised language to indicate that a market equity adjustment needs to be approved by the PBA.
Article 17: Sick Leave:	<ul style="list-style-type: none"> Added a sick leave incentive so that the officers will get \$450 if they take no more than three (3) sick leave days during a fiscal year.
Article 24: Compliance with Regulations, Policies or Department SOPs:	<ul style="list-style-type: none"> Updated the list of regulations and policies.

BOT-PBA Lieutenants Term Sheet

Policy: Restricted Leave:	<ul style="list-style-type: none">Added a new policy making it clear the Chief of Police can restrict leave when emergencies or events require all personnel be on-duty to provide effective and efficient police services (e.g., commencement).
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COLLECTIVE BARGAINING AGREEMENT

between

**THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES**

and the

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

~~2015-2018~~2018-2021

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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. [Written notification will be sent to the Chief of Police with the names of the employee representatives and any successors.](#)

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

3.3 Consultation.

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

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

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

3.4 Employee Information and Rules Provided.

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

3.5 Negotiations.

A. Parties and Location.

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

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

3.6 Bulletin Boards

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

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

ARTICLE 4

GRIEVANCE AND ARBITRATION PROCEDURE

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

4.2 For the purpose of determining deadlines for actions as set forth in this Article, the parties agree that, if said deadline falls on a weekend or a University recognized holiday, the deadline for said action shall be on the following business day. Every effort will be made by the parties to settle all grievances as soon as possible. The time limits set forth shall be strictly complied with and can only be extended by mutual agreement of the parties in writing. Mutual agreements may be evidenced by email exchanges. Any grievance shall be considered settled at the last level considered if the grievant fails to timely process the grievance to the next level. The term "days" shall mean business days. The date of receipt shall not be included in the count of days. Compliance with any time limit under this Article shall be determined by the date-stamped receipt executed by the office receiving the grievance or the person receiving the decision.

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

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

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

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

B. **STEP I:**

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

(2) **Meeting.** The 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.

(2) Authority of the Arbitrator.

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

precise issue(s) submitted for arbitration. The arbitrator shall determine each dispute in accordance with the terms of this Agreement and in accord with a "Submission Agreement," if one can be agreed to. If there is no Submission Agreement, then the arbitrator will rely on the grievances as written under Step 1 of this Agreement.

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

Rules and Procedures of the American Arbitration Association.

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

- 4.6 The following general rules are applicable to this Article:
- A. The grievant or the PBA LTS may abandon or settle a grievance.
 - B. The University will notify the PBA LTS of an individual filing a grievance pursuant to this Article.
 - C. The PBA LTS will have the opportunity to be present at any meetings held between the University and a grievant (if the grievance is not filed through the PBA LTS) to resolve a grievance filed pursuant to this Article.
 - D. Only the PBA LTS may request that a grievance proceed to arbitration.
 - E. The grievant or the PBA LTS shall have only one opportunity to amend or supplement the grievance. No grievance can be amended or supplemented after Step 1.
 - F. In contract interpretation, the burden of proof is on the grievant. In such cases, the preponderance of evidence standard is applicable.
 - G. No grievance informally resolved or by using the process described in this Article shall constitute a precedent for any purpose unless agreed to in writing by the University Vice President of Human Resources or designee, the grievant, and PBA LTS.
 - H. Filings and Notification. All documents required or permitted to be issued or filed pursuant to this Article may be transmitted by fax, United States mail by certified mail with return receipt requested, or any other recognized delivery service that provides documentation of delivery to the recipient, including e-mail.
 - I. Reprisal. No reprisal of any kind will be made by the University or the PBA LTS against any grievant, any witness, or any other participant in the Grievance and Arbitration Procedure by reason of such participation.

ARTICLE 5 LAYOFFS AND RECALL

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

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

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

ARTICLE 6 HEALTH AND SAFETY

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

6.2 Safety Committee. The PBA LTS will name one employee to serve on a University Wide Safety Committee. Written notification will be sent to the Chief of Police with the names of the individual and any successors. Any individual selected to serve in this capacity will make appropriate scheduling arrangements, with management's approval, to ensure his/her attendance does not adversely affect operations.

6.3 Employee Health and Safety.

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

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

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

6.4 Vehicles and Equipment.

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

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

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

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; ~~and~~
- ~~C-D. One (1) flashlight.~~

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~~ five hundred dollars (\$500.00) annually, unless laundry and dry cleaning facilities are available and the service is furnished by the University without cost to the employees. In addition, such employees shall receive a shoe allowance in the amount of one-hundred fifty (\$150.00) annually, unless shoes are furnished by the University.

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

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

9.6 Recreational Use Privileges. The Department will pay for the cost of the University Recreation Facility services as the employee uses such services. All sworn law enforcement personnel covered by this Agreement shall receive an annual standard University 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.~~

~~i. 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.~~

~~ii. 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 be 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~~

~~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.~~

C.

~~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.~~

10.21 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.

10.32 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.

10.43 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.

10.54 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.

10.65 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.~~

Effective the first full pay period following joint ratification, the ten dollar (\$10) Sworn Law Enforcement Certification Award being received by bargaining unit employees every pay period they maintain their sworn law enforcement certification shall be changed to a half of one percent (0.5%) pay supplement. The pay supplement shall be paid bi-weekly based on the employees' bi-weekly earnings as listed in their paycheck summary, to include Shift Differential Pay – 10.1; Pay Supplements – 10.2; Special Duty Pay – 10.5 and Criminal Justice Incentive Pay (CJIP) if earned by the member for that pay period. Any bonuses (as outlined in Article 15-Bonus Policy and Article 17-Sick Leave Policy) and Uniform Allowances (Article 9) will not be calculated in the processing of this Award. The Award does not affect the base rate of pay for calculating special duty pay and shift differential.

Effective the first full pay period in July 2019, this supplement shall be increased to one percent (1%). The pay supplement shall be paid bi-weekly based on employees' bi-weekly earnings as listed in their paycheck summary, to include Shift Differential Pay – 10.1; Pay Supplements – 10.2; Special Duty Pay – 10.5 and Criminal Justice Incentive Pay (CJIP) if earned by the member for that pay period. Any bonuses (as outlined in Article 15-Bonus Policy and Article 17-Sick Leave Policy) and uniform

allowances (Article 9) will not be calculated in the processing of this Award. The Award does not affect the base rate of pay for the purpose of calculating special duty pay and shift differential.

Effective the first full pay period in July 2020, this supplement shall be increased to five percent (5%). This pay supplement shall be paid bi-weekly based on the employees' bi-weekly earnings as listed in their paycheck summary, to include Shift Differential Pay – 10.1; Pay Supplements – 10.2; Special Duty Pay – 10.5 and Criminal Justice Incentive Pay (CJIP) if earned by the member for that pay period. Any bonuses (as outlined in Article 15-Bonus Policy and Article 17-Sick Leave Policy) and uniform allowance (Article 9) will not be calculated in the processing of this Award. The Award does not affect the base rate of pay for the purpose of calculating special duty pay and shift differential.

10.76 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. Market equity adjustments may be provided with approval by the PBA.

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/doctor’s note](#) to establish whether the employee is fully recovered and capable of returning to his/her duties.

[Employees using no more than three \(3\) sick days during the fiscal year will receive a bonus of four hundred fifty dollars \(\\$450.00\). The fiscal year runs from July 1st, through June 30th. The bonus will be paid in the first full pay period after June 30th. Members using periodic sick time, such as but not limited to, leaving](#)

early due to illness, will not be eligible for the bonus if they use more than 30 hours of sick time during the fiscal year. Members working 5/8 hours shifts will also be limited to 30 hours of sick time per fiscal year in order to receive the bonus.

SICK LEAVE ACCRUAL

Length of Service Hours Accrual Per Pay Period

Full-time employees 4 Hours

Part-time employees Accrue sick leave at a rate directly proportionate to the percent of time employed (FTE)

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

DEFINITIONS

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

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

ARTICLE 18

TEMPORARY OR PERMANENT LATERAL REASSIGNMENT

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

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

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

ARTICLE 19

VACATION

STATEMENT: Employees shall accrue vacation leave in accordance with the table included in this policy. Vacation leave earned during any pay period shall be credited to the employee on the last day of that pay period. During leaves of absence with pay, an employee shall continue to earn vacation leave credits.

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

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

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

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

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

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

Non-Exempt Personnel

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
N/A	7	352

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

ARTICLE 20 JURY DUTY AND COURT APPEARANCES

STATEMENT: An employee summoned as a member of a jury panel shall be granted leave with pay and any jury or witness fees shall be retained by the employee. Leave granted hereunder shall not affect the employee's accrued leave.

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

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

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

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

ARTICLE 21 MANAGEMENT RIGHTS

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

21.2 The management of the Department personnel and the direction of its work force, including but not limited to the exclusive right: to determine whether all or any part of the operations covered by this Agreement shall commence, cease, continue, reduce or increase; to remove the operation or any part thereof to any location; to establish new jobs; to abolish or change existing jobs and to increase or decrease the number of jobs or employees; to change materials, processes, products, service, equipment, work schedules and methods of operation to introduce new materials, equipment, services or facilities; to assign work to be performed; to assign or reassign employees to shifts, increase or abolish shifts and rotate shifts; to require employees to work overtime; to establish and change hiring procedures; to set the work schedules; to transfer employees from job to job, shift to shift or campus to campus either on a permanent or temporary basis; to evaluate and direct the work of the employees covered by this Agreement; to maintain, enforce, rescind or change University or Department policies, procedures, rules, orders, practices, and directives not inconsistent with this Agreement or covering mandatory subjects of bargaining; to establish or change

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

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

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

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

ARTICLE 22 TOTALITY OF AGREEMENT

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

22.2 The University and the PBA LTS, during the term of this Agreement, voluntarily and unqualifiedly waive the right, and agree that the other shall not be obligated, to bargain collectively with respect to any subject or matter whether or not referred to or covered by this Agreement, even though such subject or

matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement.

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

ARTICLE 23 SAVINGS CLAUSE

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

ARTICLE 24 COMPLIANCE WITH REGULATIONS, POLICIES, OR DEPARTMENT SOPs

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

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

FIU Regulations

FIU-105 ~~Prohibited Discrimination, Harassment and Related Misconduct Including Sexual and Gender Based Harassment, Sexual Violence, Dating Violence, Domestic Violence, and Stalking~~ [Sexual Misconduct \(Title IX\)](#)
[FIU-104 Nondiscrimination, Harassment and Retaliation \(Title VII\)](#)

FIU-110 Demonstrations [Expressive Activities in Outdoor Areas on Campus](#)

FIU-111 Camping

FIU-112 Use of University Facilities

FIU-113 Smoke & Tobacco-Free Campus

[FIU-115 Skateboarding, Skates, Scooter, Ripstiks, Hoverboards and Other Similar Devices and High Risk Activities on University Property](#)

FIU-2505 Alcoholic Beverages

[Access Control For University Buildings and Facilities 520.020 - https://policies.fiu.edu/files/816.pdf](#)

Access to Official Personnel Records - <http://policies.fiu.edu/files/57.pdf>

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

[Alcoholic Beverages and Illegal Drug Possession 185.001 - https://policies.fiu.edu/files/825.pdf](#)

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

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

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

Applications Software Resources Purchasing, Licensing & Use-Approval of Perquisites - <http://policies.fiu.edu/files/26.pdf>

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

Automated External Defibrillator (AED) policy

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

[Campus Law Enforcement Authority 185.002 - https://policies.fiu.edu/files/818.pdf](#)

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

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

Children in the Workplace - <http://policies.fiu.edu/files/42.pdf> Confidentiality Agreements - <http://policies.fiu.edu/files/40.pdf>

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

[Crime Prevention Programs for Students and Employees 185.000 - https://policies.fiu.edu/files/820.pdf](#)

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

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

Domestic Violence leave - <http://policies.fiu.edu/files/708.pdf>

Dress Code - <http://policies.fiu.edu/files/36.pdf>

[Employee Wellness Program 1705.016 - https://policies.fiu.edu/files/817.pdf](#)

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

Environmental Management Policy - http://policies.fiu.edu/record_profile.php?id=349

Ethics in Purchasing & Gifts - <http://policies.fiu.edu/files/598.pdf>

Exit Reviews - <http://policies.fiu.edu/files/46.pdf>

Extra State Compensation from Sponsored Projects for FIU personnel - <http://policies.fiu.edu/files/366.pdf>

Firearms and Dangerous Weapons - <http://policies.fiu.edu/files/32.pdf>

FIU Records - <http://policies.fiu.edu/files/732.pdf>

Flexible Work Schedule (Flextime) - <http://policies.fiu.edu/files/24.pdf>

FMLA, Parental, and Medical Leave - <http://policies.fiu.edu/files/28.pdf>

Fraud Prevention & Mitigation policy - <http://policies.fiu.edu/files/712.pdf>

[Gift Policy 140.131 - https://policies.fiu.edu/files/856.pdf](#)

Gramm-Leach-Bliley Act: Safeguards to Protect Confidential Financial Information

Preventing Identity Theft on Covered Accounts Offered or Maintained by Florida International University - <http://policies.fiu.edu/files/594.pdf>

Health Insurance Portability and Accountability Act Compliance – <http://policies.fiu.edu/files/599.pdf>

HIPAA: Sanctions for Unauthorized Uses or Disclosures of Protected Health Information - <http://policies.fiu.edu/files/601.pdf>

HIPAA: Business Associates - <http://policies.fiu.edu/files/602.pdf>

HIPAA PRIVACY: Use of Protected Health Information for Purposes of Treatment, Payment and health Care Operations - <http://policies.fiu.edu/files/603.pdf>

HIPAA PRIVACY AND SECURITY: Required Education of Covered Workforce – <http://policies.fiu.edu/files/604.pdf>

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

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

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>

[Incident Breach Reporting Policy 1930.021 - https://policies.fiu.edu/files/862.pdf](http://policies.fiu.edu/files/862.pdf)

Information Technology Security - <http://policies.fiu.edu/files/96.pdf> Leave Pending Investigation - http://policies.fiu.edu/record_profile.php?id=85

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

[International Travel Policy for Employee and Student 320.099 - https://policies.fiu.edu/files/860.pdf](https://policies.fiu.edu/files/860.pdf)

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

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

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

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

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

On Call Pay - http://policies.fiu.edu/record_profile.php?id=59

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

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

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

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

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

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

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

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

[Security and Access Policy 185.004 -](#)

<https://policies.fiu.edu/files/822.pdf><https://policies.fiu.edu/files/823.pdf>

[Security Awareness and Programs for Students and Employees 185.005 -](#)

Separations of Employment - http://policies.fiu.edu/record_profile.php?id=71

[Service and Emotional Support Animals on Campus 2509.002 -](#)

<https://policies.fiu.edu/files/834.pdf>

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

[Sex Offenders on Campus 185.006 - https://policies.fiu.edu/files/824.pdf](#)

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

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

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

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

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

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

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

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

Works & 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.

RESTRICTED LEAVE

STATEMENT

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

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

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

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

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

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

Sick Time Usage

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

REASON

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

SENIORITY

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

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

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

ARTICLE 26
PERMANENT STATUS

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

ARTICLE 27
DURATION OF AGREEMENT

The term of this Agreement shall be from July 1, ~~2015~~2018 through June 30, ~~2018~~2021 and the Agreement shall be effective as of the date of ratification.

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

Claudia Puig, Chairperson

Mark B. Rosenberg, University President

Ronald Cohen, Chief Negotiator

Liz Marston, Deputy General Counsel

Alexander D. Casas, Chief of Police

**FOR THE DADE COUNTY POLICE
BENEVOLENT ASSOCIATION**

Steadman Stahl, President

Brendan M. Coyle, Chief Negotiator

Luis M. Fuste, PBA Attorney

Lt. Michael Gonzalez,
Employee Representative for FIU PBA LTS

Iris A. Elijah, Associate University Counsel

Joann Cuesta-Gomez, FIU/HR Representative

Shelly-Ann Davidson, FIU/HR Representative

Date ratified by the PBA LTS: _____

Date ratified by the Board of Trustees: _____

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THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES
Governance Committee

March 4, 2019

Subject: Revisions to Regulation FIU-1502 Direct Support Organizations

Proposed Committee Action:

Recommend to the Florida International University Board of Trustees the approval of the revisions to Regulation FIU-1502 Direct Support Organizations.

Background information:

During 2018, the state legislature amended the Florida statute on University Direct Support Organizations (“DSOs”), *i.e.*, Section 1004.28, Florida Statutes. On November 8, 2018, the Florida Board of Governors (“BOG”) amended BOG Regulation 9.011 to align the regulation with the statutory amendments. Collectively, the changes enhanced oversight mechanisms for University DSOs. As a result, the University proposes to amend its own DSO regulation – Regulation FIU-1502 – to bring the regulation into alignment with amended Section 1004.28 and BOG Regulation 9.011.

The proposed amendments include: (i) requiring the Chair of the University Board of Trustees (“BOT”) to appoint at least one representative to the governing body and the executive committee of each DSO; (ii) requiring the BOT to approve all appointments to any DSO governing body, other than the Chair’s representative(s) or the University President or his/her designee; and (iii) establishing thresholds for the approval of purchases of goods and services, the acquisition or lease of real property, and the construction or renovation of facilities, by any DSO.

BOG Regulation 9.011(1), University Direct Support Organizations and Health Services Support Organizations, provides, in relevant part, that each board of trustees shall establish direct support organizations and health services support organizations and that such support organizations shall be organized and operated to serve the best interests or missions of the university.

BOG Regulation 1.001(3)(j)(l), University Board of Trustees Powers and Duties, provides, in relevant part, that each board of trustees is authorized to promulgate university regulations in accordance with the Regulation Development Procedures adopted by the BOG.

Supporting Documentation: Summary of Revisions to Regulation FIU-1502 Direct Support Organizations
Revisions to Regulation FIU-1502 Direct Support Organizations (reflected by red-lining)
Updated SUS DSO Regulations Comparison Chart

Facilitator/Presenter: Carlos B. Castillo

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Summary of Revisions

Regulation FIU-1502 Direct Support Organizations

The revisions to Regulation FIU-1502 include:

- (i) FIU-1502(3) - requiring the Chair of the University Board of Trustees (“BOT”) to appoint at least one representative to the governing body and the executive committee of each DSO;
- (ii) FIU-1502(3) - requiring the BOT to approve all appointments to any DSO governing body, other than the Chair’s representative(s) or the University President or his/her designee; and
- (iii) FIU-1502(7) - establishing thresholds for the approval of purchases of goods and services, the acquisition or lease of real property, and the construction or renovation of facilities, by any DSO.

Yellow highlighted changes reflect the latest posted changes to Regulation FIU-1502.

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THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES

NOTICE OF CHANGE TO PROPOSED AMENDMENTS TO REGULATION

REGULATION NO.: **FIU-1502**

REGULATION TITLE: **Direct Support Organizations.**

SUMMARY: As a result of recent amendments to Section 1004.28, Florida Statutes, and corresponding revisions to Regulation 9.011 of the Florida Board of Governors (“BOG”), adding additional oversight mechanisms to University direct support organizations (“DSOs”), the University proposes to update its own DSO regulation – FIU Regulation 1502 -- by making several additions that would bring FIU into alignment with the amended Section 1004.28 and BOG Regulation 9.011. These changes include (i) requiring that the Chair of the University Board of Trustees (“BOT”) must appoint at least one representative to the governing body and the executive committee of each DSO; (ii) requiring that the BOT approve all appointments to any DSO governing body, other than the Chair’s representative(s) or the University President or his/her designee; and (iii) establishing thresholds for the approval of purchases of goods and services, the acquisition or lease of real property, and the construction or renovation of facilities, by any DSO.

TEXT OF REGULATION: The full text of the Proposed Amendment to Regulation can be viewed below and on the website of The Florida International University Board of Trustees, <http://regulations.fiu.edu>. If you would like a copy of the Proposed Amendment to Regulation, please contact Eli Deville, Departmental Administrator, Office of the General Counsel, (305) 348-2103.

AUTHORITY: Resolution of the Florida Board of Governors Regulation 1.001 and 9.011.

NAME OF PERSON INITIATING PROPOSED REGULATION: Carlos B. Castillo, General Counsel.

CONTACT PERSON REGARDING THE PROPOSED AMENDED REGULATION: Eli Deville, Departmental Administrator, Office of the General Counsel, Florida International University, 11200 SW 8th Street, PC 511, Miami, FL 33199. Email: devillee@fiu.edu Fax: (305) 348-3272. Phone: 305-348-2103.

DATE OF PUBLICATION: February 20, 2019

THE ADDITIONAL PROPOSED CHANGES TO THE REGULATION ARE HIGHLIGHTED IN YELLOW BELOW:

FIU-1502 Direct Support Organizations.

~~a.~~ 1. The President of the University (the “President”) may recommend to the Board of Trustees (the “BOT”) that an organization meeting the requirements of Florida law pertaining to Direct Support Organizations ~~(“a “DSO”)~~ be designated a DSO of Florida International University DSO (the “University”). Upon approval by the ~~Board of Trustees~~BOT and the Board of Governors, ~~(the “BOG”)~~, a DSO shall be considered to be certified and authorized to use the property, facilities and personal services of the University, subject to the provisions of this regulation.

~~b.~~ 2. In order to be considered for certification as a DSO, an organization must fulfill the requirements of Florida law pertaining to DSOs, ~~the Board of Governors’ Regulations~~BOG regulations and must have Articles of Incorporation and Bylaws that together:

a. Provide that any amendments to the Articles of Incorporation or Bylaws must be submitted by the President ~~of the University and to the Board of Trustees~~BOT for approval prior to becoming effective;

b. Provide that the organization shall provide equal employment opportunities to all persons regardless of race, color, religion, gender, age, disability, marital status, sexual orientation, veteran’s status or national origin, or any other basis protected by law;

c. Prohibit the giving, directly or indirectly, of any gift to a political committee ~~or committee of continuous existence as defined in the Section 106.011, Florida Statutes for any purpose other than those certified by a majority roll call vote of the organization’s governing board at a regularly scheduled meeting as being directly related to the educational mission of the University;~~ and

d. Provide that an annual budget, which has been approved by its governing board and recommended by the President ~~of the University~~, is submitted to the ~~Board of Trustees~~BOT for review and approval. Such proposed budget shall be approved by the ~~Board of Trustees~~BOT no later than sixty (60) days after the first day of the fiscal year to which the proposed budget pertains. Each proposed budget shall include therein:

~~1.~~ i. Expenditures for the construction of physical facilities; and

~~2.~~ ii. Salary supplements, compensation and benefits provided to the President, University faculty, University staff, and DSO employees to be paid with assets of the DSO, which shall be specifically identified.

e. Provide that the University shall have the right to audit the books, records and operations of the organization as the University determines appropriate in the exercise of its oversight.

f. Prepare and submit to the President, no later than the first day of each quarter of the organization’s fiscal year, a quarterly expenditure plan that separately delineates

planned actions which would cause a commitment of University resources or which represent a significant commitment of the resources of the DSO, including:

1. ~~i.~~ i. Major ~~fund-raising~~fundraising events and campaigns and their purpose;
2. ~~-ii.~~ -ii. Compensation and benefits to University employees and employees of the organization;
3. ~~-iii.~~ -iii. Capital projects, including land acquisition, construction, renovation or repair; and
4. ~~-iv.~~ -iv. Other major commitments of the resources of the organization.

g. Have a financial audit of its accounts and records to be conducted by an independent certified public accountant after the close of each fiscal year. The audit report shall be submitted by the President of the University to the ~~Board of Trustees~~BOT and the ~~Board of Governors~~BOG no later than the end of the fourth month following the close of the organization's fiscal year.

1. ~~i.~~ i. Audits shall be conducted pursuant to the requirements of the Florida Statutes and in accordance with rules adopted by the Auditor General.

2. ~~ii.~~ ii. The President of the University shall submit the annual audit report to the Auditor General and the ~~Board of Governors~~BOG no later than nine (9) months after the close of the organization's fiscal year. —A DSO must also submit to the ~~Board of Governors~~BOG its Federal Internal Revenue Service Application for Recognition of Exemption form and its ~~F~~Federal Internal Revenue Service Return of Organization Exempt from Income Tax form.

h. Provide that the DSO assets be distributed for the benefit of the University as directed by the ~~Board of Trustees of the University~~BOT if the organization is decertified as a DSO.

3. The Chair of the ~~Board of Trustees~~ may ~~BOT~~ (the "BOT Chair") shall appoint at least one representative to the governing body and, if any, the executive committee, of each DSO. In addition, the President of the University or a designee shall also serve on the governing body and, if any, the executive committee, of each DSO. The BOT shall approve all appointments to the governing body of each DSO, other than the BOT Chair's representative(s) or the President of the University or President's designee. The BOT Chair's designee may not be the President, nor may the BOT Chair and the President appoint the same person to represent both the BOT Chair and the President on the governing body of a DSO.

e. 4. The President may also appoint other members of the University administration, faculty, student body or public to serve on the governing body and, if any, the

executive committee, of each DSO for terms designated by the President ~~of the University~~ as provided in the DSO's Articles of Incorporation and/or Bylaws.

~~d.~~ 5. ~~The President of the University~~ shall have the power to:

~~1.a.~~ Monitor and control the use of University resources by the organization;

~~2.b.~~ Control the use of the University name by the ~~DSO~~DSOs; and

~~3.c.~~ Monitor compliance of the organization with federal and state laws.

~~4.~~ 6. The Director or Chief ~~Operating~~Executive Officer of a DSO shall report to the ~~University~~ President or designee, who shall be a Vice President of the University or other Senior Officer reporting directly to the ~~University~~ President.

7. Additional Governance Oversight. Subject to any applicable provisions under Florida law, BOG regulations or other University rules or regulations, the following shall apply:

a. Purchases of Goods/Services. Any purchase of goods and services by a DSO, in one or a series of related transactions during a given fiscal year, with a total value:

i. greater than or equal to \$500,000 and less than \$1,000,000, shall be reported on a quarterly basis to the Finance and Facilities Committee of the BOT (the "Finance Committee").

ii. greater than or equal to \$1,000,000 and less than \$3,000,000, shall require the prior approval of the Finance Committee and thereafter reported to the BOT; *provided, however,* in the event no regular meeting of the Finance Committee is scheduled within thirty (30) days from the date such approval is requested, any such transaction(s) may be approved by the Chair of the Finance Committee and thereafter, reported to the BOT.

iii. greater than or equal to \$3,000,000, shall require the prior approval of the BOT.

b. Real Estate Construction and Renovation.

i. The construction or renovation of facilities by a DSO, in one or a series of related transactions during a given fiscal year, (A) in an amount greater than or equal to \$500,000 and less than \$2,000,000, shall be reported on a quarterly basis to the Finance Committee; and (B) in an amount greater than or equal to \$2,000,000, shall require the prior approval of the BOT.

ii. Any change orders related to a facilities' construction or renovation project undertaken by a DSO, in one or a series of related transactions during a given fiscal year,

in an amount greater than or equal to fifty thousand dollars (\$50,000) and five percent (5%) of the total value of the project, shall require the prior approval of the BOT.

c. Real Estate Leases. Any lease of real property by a DSO (i) with a total value greater than \$500,000, (ii) greater than 5,000 square feet, and (iii) with a term longer than 5 years shall require the prior approval of the BOT; *provided, however*, that any lease that does not meet all three requirements stated in (i), (ii), and (iii) but meets at least one of these requirements must be approved by the Finance Committee. Any lease of real property by a DSO shall require the prior approval of the BOT; *provided, however*, that any lease (i) with a term of less than five (5) years; (ii) for less than 5,000 square feet; or (iii) with a total value of less than \$500,000, must be approved by the Finance Committee.

d. Real Estate Acquisitions.

i. Any acquisition of real estate by a DSO (other than the FIU Foundation), in one or a series of related transactions during a given fiscal year, for an aggregate purchase price (A) less than \$2,000,000, shall be reported on a quarterly basis to the Finance Committee; and (B) greater than or equal to \$2,000,000, shall require the prior approval of the BOT.

ii. Any acquisition of real estate by the FIU Foundation, in one or a series of related transactions during a given fiscal year, for an aggregate purchase price greater than or equal to \$10,000,000, shall require the prior approval of the BOT.

e. To the extent that any University resources are requested and/or required in connection with DSO real estate construction and/or renovation, a DSO real estate lease, or DSO real estate acquisition (whether through a purchase, gift, or otherwise), BOT approval is shall be required in accordance with BOT delegated authority requirements to the University.

f. All debt issued by a DSO is subject to the State University System (the "SUS") Debt Management Guidelines, and all public-private partnership transactions involving a DSO are subject to the SUS Public-Private Partnership Guidelines.

g. University personal services used by a DSO are subject to the remuneration requirements set forth in Section 1012.976, Florida Statutes.

h. A DSO is prohibited from using state funds for travel expenses incurred by the DSO.

1. ~~8.~~ The President of the University may recommend to the Board of Trustees BOT that an organization be decertified as a DSO if the President determines that the organization is no longer serving the best interests of the University. The recommendation for decertification shall include a plan for disposition of the organization's assets and liabilities.

2. ~~All records of the organization other~~ 9. Other than the auditor's report, management letter, any records related to the expenditure of state funds, and any financial records

related to the expenditure of private funds for travel, all records of the organization and any supplemental data requested by the Board of Governors, the University Board of Trustees~~BOG,~~
the BOT, the Auditor General ~~or~~and the Office of Program Policy Analysis and Government Accountability shall be confidential and exempt from ~~the provisions of Florida's Public Records Laws.~~Section 119.07(1), Florida Statutes.

Specific Authority Board of Governors Resolution dated January 7, 2003. History–New 5-8-03, Formerly 6C8-6.100, Amended 9-12-08, Amended 9-6-16–, Amended [_____]–19.

SUS DSO REGULATIONS COMPARISON CHART

University ¹	Real Estate and Construction and Renovation Threshold	Purchases of Goods and Services Threshold	BOT Appointments
UF		Not Yet Posted	
USF	<p>Finance Committee Chair: ≥ \$1 million and < \$2 million</p> <p>Finance Committee: ≥\$2 million</p> <p>“purchases, acquisitions, projects and issuance of debt”</p>	<p>Finance Committee Chair:</p> <p>Purchases of goods and services ≥ \$1 million and < \$2 million</p> <p>Finance Committee:</p> <p>Purchases of goods and services ≥\$2 million</p>	<p>“a) The Articles or Bylaws, as applicable, of a Support Organization shall require the appointment of at least one representative to the Support Organization’s board of directors and its executive committee by the Board Chair. The Board Chair’s representative(s) may be selected by the Board Chair from the existing membership of the Support Organization’s board of directors or its executive committee.”</p> <p>“b) The Articles or Bylaws, as applicable, of a Support Organization shall require the President, or his or her designee, serve on the Support Organization’s board of directors and its executive committee.</p> <p>“c) The Board shall approve all other appointments to the board of directors of each Support Organization.”</p>
FSU		Not Yet Posted	

¹ In order of largest to smallest based on 2016-2017 Operating Revenues. FIU falls between FAU and UCF in terms of operating revenues. New College not included due to small size.

SUS DSO REGULATIONS COMPARISON CHART

University ¹	Real Estate and Construction and Renovation Threshold	Purchases of Goods and Services Threshold	BOT Appointments
UCF (posted 12/14//18)	<p>BOT approval:</p> <p>purchases, acquisitions, and projects with an annual financial commitment, obligation, or contingent risk of five million dollars or .5% of the university budgets, whichever amount is smaller; a contractual obligation of either more than five (5) years' duration or an aggregate net value of five million or more dollars; and the issuance of debt by a direct support organization.</p>	<p>BOT approval:</p> <p>purchases, acquisitions, and projects with an annual financial commitment, obligation, or contingent risk of five million dollars or .5% of the university budgets, whichever amount is smaller; a contractual obligation of either more than five (5) years' duration or an aggregate net value of five million or more dollars; and the issuance of debt by a direct support organization.</p>	<p>"The chair of the Board of Trustees shall appoint a Trustee representative to the board of directors and executive committee of the organization, and the President of the University or his/her designee shall serve on the board of directors and executive committee of the organization. The Board of Trustees shall approve appointments to each direct support organizations Board of Directors, except for the chair's Trustee representative and the president (or president's designee). The chair's Trustee representative may not be the university president; nor may the chair and president appoint the same person to represent both the chair and the president on any one direct support organization board."</p>
FAU	<p>BOT approval:</p> <p>Acquire real property > \$1 million but no approval required between university and a DSO or between DSOs.</p> <p>Construction or renovation of facilities > \$1 million but no approval required between</p>	<p>BOT approval:</p> <p>Purchase goods and services > \$1 million but no approval required between university and a DSO or between DSOs.</p>	<p>"The Chair of the Board of Trustees shall appoint at least one representative to the governing board of directors and executive committee of the organization, and the President of the University or his/her designee will serve on the governing board and executive committee of the organization. The Board of Trustees shall approve all other appointments, including without limitation appointments through election by the organization's board, to any Direct Support</p>

SUS DSO REGULATIONS COMPARISON CHART

University ¹	Real Estate and Construction and Renovation Threshold	Purchases of Goods and Services Threshold	BOT Appointments
	university and a DSO or between DSOs.		<p>Organization's board. The Chair's designee may not be the President of the University; nor may the Chair and President appoint the same person to represent both the Chair and the President on any one Direct Support Organization board.</p> <p>The appointments of the Chair and the President shall be effective immediately upon written notice to the Direct Support Organization's board chair. All other appointments, including any re-appointments, shall not be effective, and no person may assume or retain any position on a Direct Support Organization, until approved by the Board of Trustees."</p>
FGCU (effective as of 1/8/2019)	<p>BOT approval:</p> <ul style="list-style-type: none"> -Capital facilities projects > \$10,000,000 -Real estate: -Easements > 25 years -Leases > 10 years or 30,000 square feet or \$5 Million total expenditures -all actions not requiring BOT approval subject to Presidential 	<p>No BOT approval required.</p> <p>Following requirements imposed:</p> <ul style="list-style-type: none"> -Goods and services ≥ to \$75,000 require a university-managed competitive solicitation -Continuing services up to \$2,000,000 require a competitive solicitation unless utilizing university's continuing contract 	<p>"a. The Chair of the BOT shall appoint at least one (1) representative to the governing body and the executive committee of each DSO. The President or designee shall also serve on the governing body and executive committee of each DSO.</p> <p>b. Each DSO shall recommend to the BOT, all appointments of the DSO.</p> <p>c. The BOT shall approve all appointments to a DSO."</p>

SUS DSO REGULATIONS COMPARISON CHART

University ¹	Real Estate and Construction and Renovation Threshold	Purchases of Goods and Services Threshold	BOT Appointments
	<p>approval per Presidential delegations.</p> <p>NOTE 1: Purchase/sale of real estate authorized w/o BOT approval.</p> <p>NOTE 2: "Actions designated as authorized activities may require approval of the President in consultation with the BOT Chair, and notice to the BOT. Actions in excess of these thresholds may require BOT approval."</p>	<p>-all actions not requiring BOT approval subject to Presidential approval per Presidential delegations.</p> <p>NOTE: "Actions designated as authorized activities may require approval of the President in consultation with the BOT Chair, and notice to the BOT. Actions in excess of these thresholds may require BOT approval."</p>	
UNF	<p>Approval of Chair of Finance & Facilities Committee and reported to BOT:</p> <p>Acquiring real property > \$1 million</p> <p>Construction or renovation of facilities > \$ 1 million</p>	<p>Approval of Chair of Finance & Facilities Committee and reported to BOT:</p> <p>Purchase of goods and services > \$1 million</p>	<p>"The Chair of the Board of Trustees shall appoint at least one representative to the governing board of directors and executive committee of the organization, and the President of the University or his/her designee will serve on the governing board and executive committee of the organization. The Board of Trustees shall approve all other appointments, including without limitation appointments through election by the organization's board, to any Direct Support Organization's board. The Chair's designee may not be the President of the University; nor may the Chair and President appoint the same person to represent both the</p>

SUS DSO REGULATIONS COMPARISON CHART

University ¹	Real Estate and Construction and Renovation Threshold	Purchases of Goods and Services Threshold	BOT Appointments
			Chair and the President on any one Direct Support Organization board. The appointments of the Chair and the President shall be effective immediately upon written notice to the Direct Support Organization's board chair. All other appointments, including any re-appointments, shall not be effective, and no person may assume or retain any position on a Direct Support Organization, until approved by the Board of Trustees."
FAMU		Not Yet Posted	
UWF (posted 01/28/2019)	<p>BOT approval: "Material property transactions" as defined under the UWF Real Estate Policy.</p> <p>-space leases with total rent over the term > \$500,000 -ground leases with cumulative rentals > \$100,000 or for property upon which improvements will be constructed with an estimated value > \$2 million -privatized developments > \$2 million</p>	<p>BOT approval:</p> <p>Goods or services > \$2 million (unless between DSO and university or 2 or more DSOs)</p>	<p>"The UWF Board of Trustees shall approve all appointments to any DSO board other than the chair's representative(s) or the president or president's designee, including without limitation appointments through election by the organization's board to any DSO's board. The Chair's designee may not be the President of the University; nor may the Chair and President appoint the same person to represent both the Chair and the President on any one DSO board. The appointments of the Chair and the President shall be effective immediately upon written notice to the DSO's board chair. All other appointments including any re-appointments, shall not be effective,</p>

SUS DSO REGULATIONS COMPARISON CHART

University ¹	Real Estate and Construction and Renovation Threshold	Purchases of Goods and Services Threshold	BOT Appointments
	-gift, purchase, sale of real property > \$1 million		and no person may assume or retain any position on a DSO board, until approved by the UWF Board of Trustees.”
Fla Poly (redlined changes noticed 01/28/2019)	BOT approval: Acquiring real property > \$1,05 00,000 Constructing or renovating a facility and the cost of construction or renovation > \$1,05 00,000	BOT approval: Good and services purchases total value of the contract > \$500,000.	“The Chair of the BOT shall appoint at least one representative to the governing board and the executive committee of each DSO and the President or designee shall serve on the governing board and the executive committee of each DSO. The BOT must approve all other appointments or reappointments to the DSO’s board of directors prior to them being effective.”

THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES
Governance Committee

March 4, 2019

Subject: Presidential Delegations of Authority

Proposed Committee Action:

Recommend to the Florida International University Board of Trustees the approval of the Resolution on the Delegations of Authority from the Board of Trustees to the President.

Background information:

During 2017, the Florida Board of Governors (“BOG”) requested that each University Board of Trustees assess its delegations of authority to the President. In connection with its request, the BOG circulated a Discussion Draft on Delegation Best Practices and Principles for each Board of Trustees to consider.

Pursuant to the BOG’s request, the University assessed its Board of Trustees’ (“BOT”) delegations and practices in comparison to the BOG’s best practices. For the most part, the University’s existing delegations, combined with BOG Regulations and its own Regulations and practices, were consistent with the BOG’s best practices. The University’s existing delegations are contained in BOT-approved resolutions dated December 6, 2001, February 18, 2002, September 2, 2003, November 22, 2004, and November 14, 2008; the BOT approved three separate resolutions on November 22, 2004.

Thereafter, with the involvement of the BOT, the University, taking into consideration the BOG’s best practices and the approaches of other SUS institutions, developed an omnibus Resolution on Delegations of Authority from the BOT to the President. The omnibus Resolution, which would rescind and replace the existing BOT-approved resolutions on delegations of authority to the President, lays out the BOT’s delegated authority to the President and follows the format of the authority topic areas set forth in the BOG’s Best Practices. Those topic areas are:

- i. General University Administration and Oversight
- ii. Academic Programs, Research Program and Student Affairs
- iii. Personnel
- iv. Financial Management
- v. Property and Purchasing
- vi. Miscellaneous Powers and Duties

A summary of the terms of the omnibus Resolution is included, in addition to other supporting documentation.

Supporting Documentation: Summary of Resolution on Delegations of Authority from Board of Trustees to President
Resolution on the Delegations of Authority from the Board of Trustees to the President
Florida Board of Governors Discussion Draft on Delegation Best Practices and Principles
Comparison Chart of SUS BOT-Presidential Delegations
Chart Summarizing Current Board of Trustees Delegations to President and Underlying Resolutions

Facilitator/Presenter: Carlos B. Castillo

Summary of Resolution on Delegations of Authority from Board of Trustees to President

Wherefore Clauses and Therefore Clause

These clauses provide as follows (at page 1 of the Resolution):

The Wherefore Clauses provide an outline of the President's power to operate and administer the University and the enactment of the Existing Delegations from the Board of Trustees to the President.

The Therefore Clause provides that: (a) the Existing Delegations are rescinded effective as of the date of the Resolution; (b) the President's powers and duties specified in Florida Statutes, regulations of the Board of Governors and in the Board of Trustees' regulations and Bylaws are affirmed; and (c) the President is delegated the following powers and duties to be exercised consistently with laws, rules, regulations, policies and guidelines and subject at all times to the reserved powers of the Board of Trustees.

General University Administration and Oversight¹

This section sets forth a number of delegated powers (Section 1(a)-1(t) at pages 2-3 of the Resolution), including:

- (a) Direct the day to day operations of the University.
- (b) Organize the University to efficiently and effectively achieve its goals, and periodically review and provide reports to the Board of Trustees on operations in order to determine how effectively and efficiently the University is being administered and whether it is meeting the strategic goals of the University, including the goals of its strategic plan adopted by the Board of Governors and other strategic goals for advancement of the University endorsed by the Board of Trustees.

¹ The listing of delegations under this section and the subsequent sections addressed herein is for illustrative purposes only. For a complete listing of the delegations under each section, please see the Resolution.

Academic Programs, Research Program and Student Affairs

This section sets forth a number of delegated powers (Section 2(a)-2(0), at pages 2-5 of the Resolution), including:

- (a) Recommend for Board of Trustees' approval, regulations and to the extent permissible, policies, in the area of academic programs and student affairs as follows and such additional areas from time to time designated by the Legislature or Board of Governors as requiring Board of Trustees' approval:
 - 1. Authorization and discontinuance of degree programs;
 - 2. Articulation and access;
 - 3. Admission and enrollment of students;
 - 4. Minimum academic performance standards for the award of a degree;
 - 5. Student financial assistance;
 - 6. Student activities and organizations;
 - 7. Student records and reports;
 - 8. Anti-hazing, related penalties, and program for enforcement;
 - 9. Reasonable accommodation of religious observances;
 - 10. Textbook and instructional materials affordability; and
 - 11. Uniform student code of conduct and related penalties.
- (b) Adopt and revise policies and procedures as required in the area of academic programs and student affairs not listed in the foregoing section.

Personnel

This section sets forth a number of delegated powers (Section 3(a)-3(g) at page 5 of the Resolution), including:

- (a) Establish and implement policies and procedures to recruit, appoint, transfer, promote, compensate, evaluate, reward, demote, discipline, and remove personnel.
- (b) Recommend for Board of Trustees' approval candidates for tenure.

Financial Management

This section sets forth a number of delegated powers (Section 4(a)-4(s) at pages 6-7 of the Resolution), including:

- (a) Recommend for Board of Trustees' approval the annual legislative budget request.

- (b) Recommend for Board of Trustees' approval each year the University's Fixed Capital Outlay Legislative Budget Request, consisting of the five-year Capital Improvement Plan.

Property and Purchasing

This section sets forth a number of delegated powers (Section 5(a)-5(l) at pages 7-9 of the Resolution), including:

- (a) Administer a program for the maintenance and construction of facilities, including the following activities:
 - 1. Recommend for Board of Trustees' approval campus master plans and campus development agreements for each campus and, when required, amendments thereto.
 - 2. Recommend for Board of Trustees' prior approval any construction project (new, remodeling, site work) with a projected construction cost, in one or a series of related transactions, during any given fiscal year, in an amount greater than or equal to \$2 million ("Major Project") from any funding source(s) not specifically appropriated by the Legislature.
 - 3. Initiate and manage construction projects (new, remodeling, site work) with a projected construction cost, in one or a series of related transactions, during any given fiscal year, in the amount of less than \$2 million ("Minor Project) and Board of Trustees' approved Major Projects. Minor Projects with a projected cost, in one or a series of related transactions, during any given fiscal year, in an amount greater than or equal to \$500,000 and less than \$2,000,000, and all change orders, on Minor Projects, of \$50,000 or more, shall be reported on a quarterly basis to the Finance and Facilities Committee of the BOT (the "Finance Committee").

Miscellaneous Powers and Duties

This section sets forth a number of delegated powers (Section 6(a)-6(d) at page 9 of the Resolution), including:

- (a) Recommend for Board of Trustees' approval, the creation and certification, as well as the decertification and dissolution, of affiliated organizations of the University.
- (b) Oversee the University's fundraising operations and accept and administer gifts, grants, bequests, and devises made directly to the University.

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RESOLUTION
President's Powers and Duties

WHEREAS, the president of the university (the "President") serves as the Chief Executive Officer of the University and Corporate Secretary of the Board of Trustees; and

WHEREAS, the President is authorized by Florida Statutes, Florida Board of Governors' regulations and through the Bylaws, or by resolutions, of the University's Board of Trustees, to operate and administer the University, consistently with applicable laws, rules, regulations, policies and guidelines and subject to the reserved powers of the Board of Trustees and oversight by the Board of Trustees required to fulfill its fiduciary and policy-making responsibilities; and

WHEREAS, the Board of Trustees previously has delegated powers and duties to the President by resolutions dated December 6, 2001, February 18, 2002, September 2, 2003, November 22, 2004,¹ and November 14, 2008 (collectively, "the Existing Delegations"); and

WHEREAS, a number of changes or clarifications in law and Board of Governors' regulations have occurred since 2008; and

WHEREAS, in September, 2013, the Board of Trustees conducted an extensive review and update to its Bylaws, including bylaw provisions describing certain of the President's powers and duties; and

WHEREAS, the Board of Trustees now desires to update the delegation of powers and duties of the President and to rescind the Existing Delegations effective as of the date of this Resolution; and

WHEREAS, the Board of Trustees intends that any power or duty not delegated to the President in this Resolution be reserved in the Board of Trustees.

THEREFORE, BE IT RESOLVED that (a) the Existing Delegations are rescinded effective as of the date of this Resolution; (b) the President's powers and duties specified in Florida Statutes, regulations of the Board of Governors and in the Board of Trustees' regulations and Bylaws are hereby affirmed; and (c) the President is hereby delegated the following powers and duties to be exercised consistently with laws, rules, regulations, policies and guidelines and subject at all times to the reserved powers of the Board of Trustees:

¹ Three separate resolutions were passed by the Board of Trustees on November 22, 2004.

(1) General University Administration and Oversight.

- (a) Direct the day to day operations of the University.
- (b) Organize the University to efficiently and effectively achieve its goals, and periodically review and provide reports to the Board of Trustees on operations in order to determine how effectively and efficiently the University is being administered and whether it is meeting the strategic goals of the University, including the goals of its strategic plan adopted by the Board of Governors and other strategic goals for advancement of the University endorsed by the Board of Trustees.
- (c) Prepare a strategic plan in alignment with the Board of Governors' system wide strategic plan and regulations and the University's mission for Board of Trustees' approval and submission to the Board of Governors.
- (d) Prepare the University's multi-year workplan for approval by the Board of Trustees and submission to the Board of Governors.
- (e) Prepare any additional reports or documents required by the Board of Governors or Legislature for Board of Trustees' approval.
- (f) Keep the Board of Trustees informed and consult with the Board of Trustees, as appropriate, in a timely manner on any matters within the Board of Trustees' policy-making and fiduciary functions, regardless of whether authorized to address the matter in a delegation granted hereby, including, items anticipated to have or having an unexpected material impact on the financial statements, significant strategic decisions not contemplated in the University's strategic plan, and significant reputational matters. The Chair of the Board of Trustees ("Board Chair") and the President will collaborate over time to support their mutual understanding of this expectation, recognizing that there are judgments involved for both of them.
- (g) Prepare and periodically update conflict of interest policies for University employees and, when appropriate, for students, independent contractors and volunteers.
- (h) Periodically review the Board of Trustees' conflict of interest policy with the Board of Trustees and recommend changes for Board of Trustees' consideration
- (i) Maintain an effective information system to provide accurate, timely, and cost-effective information about the University, and require that all data and reporting requirements of the Board of Trustees and Board of Governors are met.
- (j) Establish policies and procedures related to data and technology, including information systems, communication systems, computer hardware and software, and networks.
- (k) Prepare regulations, regulation amendments and regulation repeals for Board of Trustees' approval.

- (l) Take routine administrative actions related to the development, adoption, amendment or repeal of University regulations, or any action required under the Florida Administrative Procedures Act, Chapter 120, Florida Statutes.
- (m) Review Board of Trustees' approved regulations and policies and recommend, on a periodic basis, updates.
- (n) Operate a risk management program and secure comprehensive general liability insurance and other insurance as appropriate.
- (o) Provide for payment of the cost of civil actions against trustees, officers, employees, or agents of the Board of Trustees, as the Board of Trustees is a corporation primarily acting as an instrumentality of the state pursuant to Section 768.28, Florida Statutes, for purposes of sovereign immunity.
- (p) Govern traffic on university grounds and in other areas in accordance with law and any mutual aid agreements entered into with other law enforcement agencies.
- (q) Establish the program for campus safety and emergency preparedness, including safety and security measures for University personnel, students, and campus visitors.
- (r) Close all or portions of the University campus and cease normal operations and services in the event of an emergency, when, in the President's judgment, such action would protect the safety, health and welfare of the University faculty, students and staff, and the University facilities and grounds. In exercising this authority, the President is authorized to determine and assign those employees who are required to provide essential services.
- (s) Take all actions necessary or desirable, including serving as the signatory on all documents and agreements, necessary or desirable to carry out the powers and duties enumerated in this Resolution and those reasonably inferable therefrom.
- (t) Adopt policies and procedures for the delegation of the powers and duties set forth in this Resolution, including delegations of signature authority, and delegate, and authorize the sub-delegation of, the powers and duties set forth in this Resolution pursuant to such policies and procedures.

(2) Academic Programs, Research Program and Student Affairs.

- (a) Recommend for Board of Trustees' approval, regulations and to the extent permissible, policies, in the area of academic programs and student affairs as follows and such additional areas from time to time designated by the Legislature or Board of Governors as requiring Board of Trustees' approval:
 - 1. Authorization and discontinuance of degree programs;
 - 2. Articulation and access;
 - 3. Admission and enrollment of students;
 - 4. Minimum academic performance standards for the award of a degree;

5. Student financial assistance;
 6. Student activities and organizations;
 7. Student records and reports;
 8. Anti-hazing, related penalties, and program for enforcement;
 9. Reasonable accommodation of religious observances;
 10. Textbook and instructional materials affordability; and
 11. Uniform student code of conduct and related penalties.
- (b) Adopt and revise policies and procedures as required in the area of academic programs and student affairs not listed in the foregoing section.
 - (c) Govern admissions.
 - (d) Recommend the establishment and termination of undergraduate and graduate degree programs for Board of Trustees' approval.
 - (e) Develop, approve, and implement non-degree, including non-college credit, granting educational programs of the University.
 - (f) Award degrees, including posthumous degrees, and recommend for Board of Trustees' approval, in memoriam and honorary degrees.
 - (g) Develop, approve, and enter into agreements for student exchange and study abroad programs and implement such programs, including, those that are ancillary to the degree and non-degree, including non-college credit, granting programs of the University.
 - (h) Establish the internal academic calendar of the University.
 - (i) Establish a committee to periodically review and evaluate the student disciplinary system. The committee shall include student representation as part of its membership.
 - (j) Approve the internal procedures of student government organizations and provide purchasing, contracting and budgetary review for student government organizations.
 - (k) Establish, reclassify, relocate, and close instructional sites and special purpose sites (other than those legislatively funded or created by law), as defined in FIU Regulations.
 - (l) Consult with the Chancellor of the State University System prior to recommending to the Board of Trustees any acquisition, establishment, reclassification, relocation, or closure of additional campuses or special purpose centers.
 - (m) Recommend for Board of Trustees' approval the acquisition, establishment, reclassification, relocation or closure of a special purpose center or campus. Any real property leasing associated with the establishment of a new site should be described in the approval request.
 - (n) Administer and operate a program of sponsored research and programs, including adopting and implementing policies and procedures governing the same; soliciting and accepting research grants and donations; fixing and collecting fees, other payments, and donations that may accrue by reason thereof;

negotiating, and entering into, and executing research contracts, including on a cost-reimbursement basis and, when permissible, providing temporary financing of such costs prior to reimbursement from moneys on deposit in a sponsored research development fund.

- (o) Administer all aspects of the University intercollegiate athletics program, with periodic reports to the Board of Trustees on the operations of the program including, but not limited to, finances, audit and compliance, and changes in key personnel.

(3) Personnel.

- (a) Establish and implement policies and procedures to recruit, appoint, transfer, promote, compensate, evaluate, reward, demote, discipline, and remove personnel.
- (b) Recommend for Board of Trustees' approval candidates for tenure.
- (c) Consult with the Board Chair, or other trustee designee, on the hiring, dismissal, and compensation of any person to serve in a Vice President capacity, as the Athletic Director, or as a Head Coach, or other executive direct report position to the President or the Board of Trustees. The President shall consult with the Board Chair or other trustee designee on an annual basis to review the positions covered by this provision and amend the list based on the mission and strategic priorities of the University.
- (d) Approve and implement travel policies and approve expenditures related thereto.
- (e) Administer collective bargaining agreements and matters related thereto, including the appointment of University collective bargaining team members to negotiate collective bargaining agreements; recommend for Board of Trustees' approval actions to be taken on collective bargaining agreements under negotiation; and execute Board of Trustees' approved collective bargaining agreements.
- (f) Exercise authority over the day-to-day administration of the Florida International University 403(b) Plan ("Plan"); implement formal Plan governance procedures and processes in connection with a current redesign of the Plan, future amendments to the Plan, including but not limited to, those required from time-to-time to comply with applicable law, and selection, removal, substitution, and monitoring of providers and investments offered or to be offered thereunder.
- (g) Approve the establishment of and closure of childcare facilities, including educational research center for child development, serving University faculty, staff, students and affiliates.

(4) Financial Management.

- (a) Recommend for Board of Trustees' approval the annual legislative budget request.
- (b) Recommend for Board of Trustees' approval each year the University's Fixed Capital Outlay Legislative Budget Request, consisting of the five-year Capital Improvement Plan.
- (c) Recommend for Board of Trustees' approval each year following the annual legislative session, the annual operating budget of the University and, if required, a fixed capital outlay budget.
- (d) Amend the Board of Trustees' approved operating budget when necessary to accommodate changes in revenues, expenditures, and statutory budget amendments. As part of reporting on the financial condition of the University, keep the Board of Trustees informed about budget changes and notify the Board of Trustees of any changes in excess of two percent (2%) made to the total approved operating budget during the operating year.
- (e) Make budget transfers to and from depositories and accounts.
- (f) Recommend for Board of Trustees' approval through regulations, the tuition and fees to be charged by the University.
- (g) Recommend for Board of Trustees' approval through regulations, the circumstances in which waivers of tuition and fees may be granted by the University.
- (h) Recommend for Board of Trustees' approval an investment policy for University funds and invest University funds in accordance with the policy.
- (i) Keep the Board of Trustees apprised on a regular basis of the financial condition of the University and its component units.
- (j) Report annually to the Board of Trustees on the status of accounts receivable charge-offs, which report may be provided as part of the university's financial statements or reports.
- (k) Notify the Board Chair and Board of Governors, in writing, if at any time the unencumbered balance in the Education and General fund of the operating budget goes below five percent (5%).
- (l) Account for expenditures of all state, local, federal, and other funds in accordance with guidelines or regulations established by the Board of Governors, and as provided by law.
- (m) Establish policies and procedures for the implementation of appropriate financial controls.
- (n) Establish policies and procedures for the performance of annual internal audits of University finances, controls and operations.
- (o) Submit all audit reports performed by the University's Internal Auditor for review and acceptance by the Board of Trustees and, thereafter, to the Board of Governors.
- (p) Sign checks and authorize other forms of payment to pay legal obligations of the

University.

- (q) Enter into agreements for banking services and perform banking transactions.
- (r) Enter into agreements for, and accept, credit card payments or other electronic payments as compensation for goods, services, tuition, and fees.
- (s) Enter into agreements for collection services when deemed advisable in collecting delinquent accounts and charging off and settling uncollectible accounts.

(5) Property and Purchasing.

- (a) Administer a program for the maintenance and construction of facilities, including the following activities:
 - 1. Recommend for Board of Trustees' approval campus master plans and campus development agreements for each campus and, when required, amendments thereto.
 - 2. Recommend for Board of Trustees' prior approval any construction project (new, remodeling, site work) with a projected construction cost, in one or a series of related transactions, during any given fiscal year, in an amount greater than or equal to \$2 million ("Major Project") from any funding source(s) not specifically appropriated by the Legislature.
 - 3. Initiate and manage construction projects (new, remodeling, site work) with a projected construction cost, in one or a series of related transactions, during any given fiscal year, in the amount of less than \$2 million ("Minor Project) and Board of Trustees' approved Major Projects. Minor Projects with a projected cost, in one or a series of related transactions, during any given fiscal year, in an amount greater than or equal to \$500,000 and less than \$2,000,000, and all change orders, on Minor Projects, of \$50,000 or more, shall be reported on a quarterly basis to the Finance and Facilities Committee of the Board of Trustees (the "Finance Committee").
 - 4. Approve a facilities program for each Major Project.
 - 5. Exercise responsibility for the fire safety, maintenance and sanitation of facilities.
 - 6. Conduct plan reviews, issue permits and construction inspections to enforce building code compliance for projects subject to the Florida Building Code.
 - 7. Approve additional service authorizations and change orders in the name of the Board of Trustees on Major Projects, provided any change order(s) related to a facilities' construction or renovation project, in one or a series of related transactions during a given fiscal year, that increases the approved project budget in an amount greater than or equal to \$50,000 and five percent (5%) of the total value of a project, shall require the prior approval of the Board of Trustees.

8. Establish policies and procedures for the selection of vendors providing design and construction services incorporating applicable competitive solicitation requirements.
 9. Contract for all required design, engineers and construction services, including design-build services.
 10. Provide a comprehensive report on construction-related activities at each regular meeting of the Finance Committee meeting, including information regarding change order activity.
- (b) Recommend for Board of Trustees' approval of any debt issuance or public private partnership and ensure the Board of Trustees is presented with sufficient information for prudent decision-making for such projects.
 - (c) Recommend for Board of Trustees' approval, regulations setting forth competitive solicitation requirements and other criteria related to the procurement of commodities, goods, equipment and other types of personal property, software and contractual services.
 - (d) Contract for the purchase, sale, lease, license, or acquisition of commodities, goods, equipment and other types of personal property, software and contractual services, including private attorney services, provided that
 1. Any such transaction great than or equal to \$500,000 and less than \$1,000,000, shall be reported on a quarterly basis to the Finance Committee;
 2. Any such transaction greater than or equal to \$1,000,000 and less than \$3,000,000, shall require the approval of the Finance Committee and thereafter, reported to the Board of Trustees; and
 3. Any such transaction greater than or equal to \$3,000,000, shall require the prior approval of the Board of Trustees.
 - (e) Contract for the lease-purchase equipment and software in accordance with the Board of Governors Debt Management Guidelines.
 - (f) Enter into real property leases and licenses for property being leased/licensed to the University, provided Board of Trustees' approval shall be obtained for any real property leases or licenses as follows: Any real property lease or license (i) with a total value greater than \$500,000, (ii) greater than 5,000 square feet, and (iii) with a term longer than five (5) years shall require the prior approval of the Board of Trustees; provided, however, that any lease or license that does not meet all three requirements stated in (i), (ii), and (iii) but meets at least one of these requirements must be approved by the Finance Committee.
 - (g) Enter into real property licenses for use of University owned or controlled property. Real property leases of University property to third parties require Board of Trustees' approval.
 - (h) Act for the Board of Trustees as custodian of all University personal property, including:
 1. Recommend for Board of Trustees' approval, procedures for the disposal of personal property no longer needed by the University.

2. Adjust property records and dispose of personal property in the University's custody.
- (i) Recommend for Board of Trustees' approval, a regulation regarding the disposal and/or use of lost or abandoned property.
- (j) Take charge of lost or abandoned personal property found within areas under the University's jurisdiction and dispose of or make use of the property, which may include selling the property.
- (k) Regulate the use, maintenance, protection, and control of, and the imposition of charges for, University-owned or University-controlled buildings and grounds, property and equipment, name trademarks and other proprietary marks, and the financial and other resources of the University.
- (l) Protect, develop, and transfer the work products of University personnel and other University agents and contractors, including licensing, assigning, selling, leasing, or otherwise allowing the use of or conveying such work products and securing and enforcing patents, copyrights, and trademarks therein. The President shall confer with the Board Chair before initiating, appealing or settling any litigation related to the enforcement of patents, copyrights and trademarks.

(6) Miscellaneous Powers and Duties.

- (a) Recommend for Board of Trustees' approval, the creation and certification, as well as the decertification and dissolution, of affiliated organizations of the University.
- (b) Oversee the University's fundraising operations and accept and administer gifts, grants, bequests, and devises made directly to the University.
- (c) Initiate, appeal and settle lawsuits and join amicus briefs after consultation with the Board Chair, provided routine claims and lawsuits covered by the State of Florida's Division of Risk Management may be appealed and settled without Board Chair consultation.
- (d) Operate a University-wide compliance program to maintain compliance with all applicable laws, rules, regulations, policies and other requirements.

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Delegation Best Practices and Principles

The following points are best practices and principles gleaned from our review of other universities and university systems and have been included as general parameters for consideration by boards of trustees when undertaking a review of presidential delegations of authority.

- All delegations should be in writing, maintained by a central office at the university, and at least a summary should be publicized on the university's website.
- Authority for matters that require specific approval of the board of trustees may not be re-delegated. **(Note: This determination may require assessment of language as well as Board of Governors' practice, as designee language is not consistently used when allowed. Areas where Board of Trustee approval is required includes, but is not limited to, strategic plans, work plans, debt management, public-private partnerships, new degree programs, budgets, regulations, naming of buildings, educational sites, and establishing direct support organizations.)**
- Generally, delegations of authority "flow down" through the chain of command. The Board delegates authority to the President, who delegates to a direct report, etc.
- Each delegation should include the source of the delegated authority, a description of or reference to the delegated authority, limitations including restrictions on re-delegation, and a reference to any existing delegations that will be modified, amended, or superseded by the action.
- Delegations should be made to a position (or position **and** individual while incumbent) not an individual.
- Re-delegated authority must note the original delegation, be consistent with the conditions of the original delegation, and reported to the board of trustees.
- Delegation or re-delegation is prohibited if the delegate holds a specific or unique individual conflict of interest or the appearance of a conflict (e.g., based on the individual's financial interests), or if such a conflict or appearance of a conflict develops or occurs. If such a conflict of interest or the appearance of a conflict arises once the delegation or re-delegation is in effect, the delegate or the delegate's supervisor must manage the conflict. If the conflict of interest or the appearance of a conflict persists, the delegation or re-delegation should be withdrawn.
- Consider whether a delegation should be converted to a role or responsibility and incorporated into an employee's job description.
- Establish a deadline for a periodic Board review of all delegations, including benchmarking.

University President Duties and Responsibilities

The President shall serve as the Chief Executive Officer and Corporate Secretary of the Board of Trustees, and shall be responsible for the operation and administration of the University consistent with the authority delegated as may be made by the Board of Trustees from time to time. In carrying out these duties and responsibilities, the President shall:

(1) University Administration and Oversight.

(a) Organize the University to efficiently and effectively achieve its goals, and periodically review and provide reports to the Board of Trustees on University operations in order to determine how effectively and efficiently the University is being administered and whether it is meeting the strategic goals of the University, including the goals of its strategic plan adopted by the Board of Governors and other strategic goals for advancement of the University endorsed by the Board of Trustees

(b) Prepare a strategic plan in alignment with the Board of Governors' system wide strategic plan and regulations, and the University's mission for consideration and approval by the Board of Trustees for submission to the Board of Governors.

(c) Prepare a multi-year workplan for consideration and approval by the Board of Trustees for submission to the Board of Governors that outlines the University's top priorities, strategic directions, and specific actions and financial plans for achieving those priorities, as well as performance expectations and outcomes on institutional and system wide goals. The workplan shall reflect the University's distinctive mission and focus on core institutional strengths within the context of State University System goals and regional and statewide needs, as well as national and global needs as applicable to the University's mission.

(d) Prepare and periodically update a policy addressing conflicts of interest for the Board of Trustees and University employees.

(e) Maintain an effective information system to provide accurate, timely, and cost-effective information about the University, and require that all data and reporting requirements of the Board of Trustees and Board of Governors be met.

(f) Take routine administrative actions on behalf of the Board of Trustees related to the development, adoption, amendment or repeal of University regulations, or any action required under the Florida Administrative Procedures Act, Chapter 120, Florida Statutes. This authority does not include the final approval of University regulations.

(g) Propose regulations for approval by the Board of Trustees, when appropriate.

(h) Establish procedures related to data and technology, including information systems, communications systems, computer hardware and software, and networks.

- (i) Secure comprehensive general liability insurance pursuant to sections 1001.706(4)(d) and 1004.24, Florida Statutes.
- (j) Provide for payment of the cost of civil actions against officers, employees, or agents of the Board of Trustees.
- (k) Govern traffic on the grounds of the University and in other areas in accordance with law and any mutual aid agreements entered into with other law enforcement agencies.
- (l) Establish the program for campus safety and emergency preparedness, including safety and security measures for University personnel, students, and campus visitors.
- (m) Close all or portions of the University campus and cease normal operations and services in the event of an emergency, when, in the President's judgment, such action would protect the safety, health and welfare of the University faculty, students and staff, and the University facilities and grounds. In exercising this authority, the President is authorized to determine and assign those employees who are required to provide essential services.
- (n) Consult with the Chancellor of the State University System prior to recommending any acquisition, establishment, reclassification, relocation, or closure of additional campuses or special purpose centers to the Board of Trustees.
- (o) Set the agenda for meetings of the Board of Trustees in consultation with the chair.
- (p) Consult with the Board of Trustees in a timely manner on any matters appropriate to its policy-making and fiduciary functions.

(2) Academic Programs and Student Affairs.

- (a) Propose for adoption by the Board of Trustees, as appropriate, University regulations or policies in areas including, but not limited to:

1. Authorization and discontinuance of degree programs;
2. Articulation and access;
3. Admission and enrollment of students;
4. Minimum academic performance standards for the award of a degree;
5. Student financial assistance;
6. Student activities and organizations;
7. Student records and reports;
8. Antihazing, related penalties, and program for enforcement;
9. Reasonable accommodation of religious observances;
10. Textbook and instructional materials affordability; and
11. Uniform Student code of conduct and related penalties.

Such regulations or policies shall be consistent with any applicable Board of Governors' regulations.

(b) Develop, approve, and implement non-degree, including non-college credit, granting educational programs of the University.

(c) Award degrees, including posthumous, in memoriam and honorary degrees.

(d) Develop, approve, and implement student exchange programs, including without limitation those that are ancillary to the degree and non-degree, including non-college credit, granting programs of the University.

(e) Establish the internal academic calendar of the University within general guidelines of the Board of Governors.

(f) Establish a committee to periodically review and evaluate the student disciplinary system. At least one-half of the members of the committee shall be students appointed in consultation with the student body president.

(g) Approve the internal procedures of student government organizations.

(h) Approve the establishment of an educational research center for child development in accordance with the provisions of section 1011.48, Florida Statutes.

(i) Administer all aspects of the University intercollegiate athletics program, with periodic reports to the Board of Trustees on the operations of the program including, but not limited to, finances, audit and compliance, and changes in key personnel.

(3) Personnel.

(a) Establish and implement policies and procedures to recruit, appoint, transfer, promote, compensate, evaluate, reward, demote, discipline, and remove personnel, in accordance with regulations and policies of the Board of Trustees and the Board of Governors.

(b) Consult with the chair of the Board of Trustees, or other trustee designee, on the hiring, dismissal, and compensation of any person to serve in a Vice President capacity, as the Athletic Director, or as a Head Coach, or other executive direct report position to the President or the Board of Trustees. The following positions shall have a reporting relationship to the Board of Trustees in addition to reporting to the President: the General Counsel, the Chief Audit Executive and the Chief Compliance Officer. USF Proposal: The President shall consult with the chair of the Board on an annual basis to review the positions covered by this provision and amend the list based on the mission and strategic priorities of the University. (Note: Larger institutions may want to consider whether to establish a monetary threshold in connection with the hiring of an Athletic Director and Head Coach that would trigger a requirement to consult with the trustee chair. UF is considering a \$1 million annual compensation threshold that would trigger the requirement to confer with the trustee chair and to notify the trustee vice chair.)

(c) Approve travel in accordance with section 112.061, Florida Statutes.

(d) Serve as the University representative with regard to administering collective bargaining matters; appoint members to the collective bargaining teams to negotiate agreements on behalf of the Board of Trustees; and execute on behalf of the Board of Trustees final agreements approved by the Board of Trustees after ratification by collective bargaining units.

(4) Financial Management.

(a) Keep the Board of Trustees apprised of the financial condition of the University and any direct support organizations certified by the Board of Trustees or affiliated organizations subject to the oversight of the Board of Trustees.

(b) Prepare an institutional budget request, including a request for fixed capital outlay, and an operating budget for approval by the Board of Trustees.

(c) Recommend to the Board of Trustees a schedule of tuition and fees to be charged by the University in accordance with the provisions in section 1009.24, Florida Statutes.

(d) Recommend to the Board of Trustees a regulation for the waiver for tuition and fees pursuant to law and regulations established by the Board of Governors.

(e) Account for expenditures of all state, local, federal, and other funds in accordance with guidelines or regulations established by the Board of Governors, and as provided by state or federal law. **(Note: This captures existing accounting requirements, as regulatory and professional authorities may amend them over time.)**

(f) In accordance with the provisions of section 1011.40, Florida Statutes, prepare the operating budget of the University as prescribed by law, regulations of the Board of Governors, policies of the Board of Trustees, and provisions of the General Appropriations Act, for approval by the Board of Trustees. The proposed expenditures, plus transfers, and balances shall not exceed the estimated income, transfers, and balances. The budget and each part thereof shall balance. If at any time the unencumbered balance in the education and general fund of the Board of Trustees approved operating budget goes below 5 percent, the President shall provide written notification to the Board of Governors.

(g) Enter into agreements for, and accept, credit card payments as compensation for goods, services, tuition, and fees.

(h) Establish policies and procedures for the performance of annual internal audits of University finances and operations. All reports generated from such audits must be submitted to the Board of Governors after review and acceptance by the Board of Trustees.

(i) Establish policies and procedures for the implementation of appropriate financial controls, with review by the University's internal auditor.

(j) Sign checks to pay legal obligations of the University in accordance with section 1011.42(7), Florida Statutes.

(k) Perform banking transactions, which authority may also be delegated to the Vice President and Assistant Vice President for Administration and Finance, the University Controller and Associate Controller, the University Treasurer, and other positions deemed by the President or senior designee reporting to the President to have responsibility for financial matters.

(l) Employ private attorney services after consulting with the university's General Counsel.

(m) Employ the services of collection agencies when deemed advisable in collecting delinquent accounts and charging off and settling accounts when uncollectible. The President will annually report the status of accounts receivable charge-offs to the Board, which may be provided through the university's financial statements or reports.

(n) Ensure the Board of Trustees is presented with sufficient information for prudent decision-making for projects subject to the Board of Governors Debt Management Guidelines and Public-Private Partnership Guidelines, and University guidelines.

(5) Property and Purchasing.

(a) Administer a program for the maintenance and construction of facilities pursuant to Chapter 1013, Florida Statutes; certify to the Board of Governors or Department of Education, as requested, a project's compliance with the requirements for expenditure of Public Education Capital Outlay funds.

(b) Act for the Board of Trustees as custodian of all University property.

(c) Approve and execute contracts for purchase, sale, lease, license, or acquisition of commodities, goods, equipment, and contractual services, leases of real and personal property, and construction in accordance with Board of Governors' regulations. The acquisition may include purchase by installment or lease-purchase. Such contracts may provide for payment of interest on the unpaid portion of the purchase price. **(Note: This paragraph groups together categories that are separate and distinct in nature, e.g., goods and services and leases. Monetary thresholds and/or term limitations for contracts for goods and services and leases will vary depending upon the size and complexity of a university. The thresholds and/or term limitations set forth below are examples derived from other universities that vary in size and complexity and are simply intended to help inform the boards of trustees' discussion on this topic.)**

- Examples of monetary and term limitations are:

- Purchases of goods and service not to exceed \$500,000 (Illinois State University);
- Purchases of goods and services not to exceed \$1,000,000 (University of Minnesota);
- All contracts with a total cost or monetary value not to exceed \$1,000,000, including all potential renewals (University of Texas) **(Note: Board of Governors' regulations dealing with construction contracts include a delegation of authority to university presidents to execute contracts for projects up to \$2,000,000);**
- Purchases of goods and services not to exceed \$2,500,000 (University of Texas and this is being increased to \$5,000,000);
- Purchases of goods and services at the University of Michigan, Pennsylvania State and Ohio State have no monetary threshold for President;
- UF is considering requiring approval of the UF ~~Governance~~~~Finance and Facilities~~ Committee for purchases of goods and services that are: ≥ \$10,000,000 total value & ≥ \$2,000,000 per year average/or ≥ 10 years with exclusivity.
- USF is considering requiring approval by the Finance Committee Chair of any contracts for goods and services that exceed \$1,000,000. The value of the contract will be determined at the time of execution; however, subsequent amendments within the same fiscal year to the same contract will be added to the original contract amount to determine if an approval threshold is met. Contracts related in scope shall be aggregated for the purposes of approvals and reporting. In the event the Finance Committee Chair has a conflict of interest regarding a proposed contract for goods and services that is submitted for approval, then the chair of the Board shall appoint an individual trustee to review the contract in question. Contracts for goods and services equal to or greater than \$2,000,000 require approval by the Finance Committee. In consultation with the President, the Finance Committee will review approval thresholds for contracts for goods and services on an annual basis and revise the thresholds as needed. The President, or designee, will provide a list of contracts at or exceeding the \$1,000,000 threshold as an informational item to the Finance Committee on a quarterly basis.
- Leases of real property with an annual lease payment not to exceed \$1,000,000 (California State);
- Leases of real property and easements if the amount to be paid by or to the university does not exceed \$1,250,000 (University of Minnesota);
- Leases of real property that do not exceed 10 years or 50,000 square feet (University of Michigan);
- Leases of real property that do not exceed \$10,000,000 (Ohio State);
- The president is authorized to approve and execute real property rental agreements, leases, ground leases, and other documents pertaining to the use of rental property for university-related purposes with a term of not more than 20 years (excluding options when the university is lessee, but including options provided by the university as lessor) (University of California); and

- Lease agreements with a term of 20 or more years or with options that result in a potential term of 20 or more years require board approval (California State);
- UF is considering requiring board approval for leases that exceed 10 years or 50,000 square feet or \$10,000,000 net present value.

(d) In accordance with the provisions of section 1013.48, Florida Statutes, approve change orders in the name of the Board of Trustees for amounts not exceeding \$_____. All such approvals shall be for the purpose of expediting the work in progress and shall be exercised in accordance with the President's further delegation of change order approval authority to the Office of Administration and Finance. The President or designee may make change orders for an amount exceeding \$_____ after consultation and approval of the chair of the Finance Committee. Change orders exceeding \$_____ require the prior approval of the Finance Committee. All change orders shall be reported to the Board and entered in to the official minutes as soon as practicable at a regular meeting of the Board. **(Note: Monetary thresholds for change orders will vary depending upon the size and complexity of the university. The thresholds set forth below are examples derived from other universities that vary in size and complexity and are simply intended to help inform the boards of trustees' discussion on this topic.)**

- Change orders less than \$250,000 (FAMU);
- Change orders not exceeding \$100,000 (UNF)
- Change orders not exceeding 10% of the contract (Penn State)
- UF is considering not exceeding 10% of the Guaranteed Maximum Price, with anything change order exceeding 10% to require approved by the UF Finance and Facilities Committee;
- USF is considering requiring approval by the Finance Committee Chair of change orders exceeding either \$1,000,000 or 10% of the Guaranteed Maximum Price, whichever is less. The value of the change order will be determined at the time of execution; however, subsequent change orders within the same fiscal year to the same project will be combined to determine if an approval threshold is met. Change orders for projects related in scope shall be aggregated for the purposes of approval and reporting. In the event the Finance Committee Chair has a conflict of interest regarding a proposed change order that is submitted for approval, then the chair of the Board shall appoint an individual trustee to review the change order in question. Change orders equal to or greater than \$2,000,000 require approval by the Finance Committee. In consultation with the President, the Finance Committee will review approval thresholds for change orders on an annual basis and revise the thresholds as needed. The President, or designee, will provide a list of change orders at or exceeding the \$1,000,000 threshold as an informational item for the Finance Committee on a quarterly basis.

(e) Regulate the use, maintenance, protection, and control of, and the imposition of charges for, University-owned or University-controlled buildings and grounds, property

and equipment, name trademarks and other proprietary marks, and the financial and other resources of the University.

(f) Adjust property records and dispose of state-owned tangible personal property in the University's custody in accordance with the procedures established by the Board of Trustees. Notwithstanding the provisions of section 273.055(5), Florida Statutes, all moneys received from the disposition of state-owned tangible personal property shall be retained by the University and disbursed for the acquisition of tangible personal property and for all necessary operating expenditures. The University shall maintain records of the accounts into which such moneys are deposited.

(g) Protect, develop, and transfer the work products of University personnel and other University agents and contractors, which authority shall include but not be limited to licensing, assigning, selling, leasing, or otherwise allowing the use of or conveying such work products and securing and enforcing patents, copyrights, and trademarks on such products.

(h) In accordance with section 705.18, Florida Statutes, and Board of Governors' regulation, take charge of any lost or abandoned personal property found on the University campus or on premises owned or controlled by the University or any direct support organization thereof. If the property is not claimed by the owner within 30 days after it is found, or a longer period of time as may be deemed appropriate by the President, the President or his or her designee shall dispose of or make use of the property in accordance with established policies and procedures that best meet the needs of the University.

(i) Prepare a campus master plan for adoption by the Board of Trustees, prepare a campus development agreement for execution by the Board of Trustees, pursuant to section 1013.30, Florida Statutes, and report on progress under the Master Plan.

(j) Recommend for adoption and promulgation by the Board of Trustees, regulations establishing basic criteria related to procurement, including procedures and practices to be used in acquiring commodities and contractual services, in accordance with Board of Governors' regulations.

(k) Exercise responsibility for the fire safety and sanitation of public educational and ancillary plants.

(6) Miscellaneous Powers and Duties.

(a) In accordance with section 1004.28, Florida Statutes, and Board of Governors' regulation, recommend to the Board of Trustees for final approval, the creation and certification, as well as the decertification and dissolution, of direct support organizations, and any other affiliated organization of the University whose authorizing legislation, bylaws or agreement with the University so requires, in order to serve the needs or further the interests of the University.

(b) Appoint a representative to the governing boards of each direct support organization or any other affiliated organization of the University. Prior to appointing representatives to the governing boards of direct support organizations or any other affiliated organization of the University, the President shall consult with the chair of the Board, or other trustee designee. Note: In addition to the foregoing, UF is proposing ratification of the President's appointments by the UF Board for direct support organizations or affiliated entities such as the UF Foundation, the UF Research Foundation, the UF Development Corporation, the UF Investment Corporation, the UF University Athletic Association, Shands entities, and the Boosters.

(c) Accept gifts, grants, bequests, and devises on behalf of the university.

(d) In accordance with the terms specified by the donor, to designate the purpose for which, and the location at which, the income and/or principal of a gift shall be used and to make allocations in accordance therewith.

(e) To determine, consistent with any expressed intent of the donor, the purpose for which and the location at which a gift shall be used, to determine whether income and/or principal shall be used, and to make allocations and reallocation in accordance therewith, to the extent not specified by the donor of a gift.

(f) Establish policies regulating the administration and operation of the University Division of Sponsored Research. The President, or his or her designee, is authorized to negotiate, enter into, and execute research contracts; to solicit and accept research grants and donations; and to fix and collect fees, other payments, and donations that may accrue by reason thereof. The President or his or her designee may negotiate, enter into, and execute contracts on a cost-reimbursement basis and may provide temporary financing of such costs prior to reimbursement from moneys on deposit in a sponsored research development fund, except as may be prohibited elsewhere by law.

(g) All purchases of a division of sponsored research shall be made in accordance with the policies and procedures of the University and the purchasing regulations of the Board of Governors; however, upon certification addressed to the President that it is necessary for the efficient or expeditious prosecution of a research project, the President may exempt the purchase of material, supplies, equipment, or services for research purposes from the general purchasing requirement of the Florida Statutes.

(h) Comply with all applicable laws, rules, regulations, and requirements.

(i) Minimize university risk and manage the university's risk management program.

(j) Delegate in writing to any employee of the University who:

1. is a Vice President with responsibility in an area relating to the subject matter of the delegation; or

2. is a manager with responsibility in an area relating to the subject matter of the delegation who reports directly to a position at or above the level of Vice President; or

3. holds a position at the University that is equivalent in seniority or responsibility to a Vice President or such manager, as determined by the President or the Vice President for Human Resources; or

4. is deemed by the President to have the appropriate capabilities,

provided that the delegation specifies the date of the delegation, the name and title of the delegee, the particular authority or portion of authority being delegated and a copy of such delegation is filed with the delegee and with the Vice President and General Counsel of the University, and a summary table of the delegations is provided to the Board of Trustees. Although the president may re-delegate to appropriate officials, the president retains the final authority and responsibility for the administration of the university and may condition, limit, or revoke any delegated signature authorities at any time. Authorities the President reserves may not be exercised by any other person, unless expressly authorized by administrative policy or presidential directive.

(k) Initiate and settle lawsuits and claims and appeal adverse rulings when doing so would be in the best interests of the University. Notice and reports referenced below may be oral. **(Note: settlement ranges are likely to vary depending upon the size and complexity of the university. For discussion purposes, we are including several different thresholds).**

1. For settlement of claims up to \$100,000/\$500,000/\$750,000, the President or designee may take action.

2. For settlement of claims greater than \$100,000/\$500,000/\$750,000, but less than \$250,000/\$750,000/\$1,000,000, the President or designee may take action after consultation with the Chair of the Finance Committee or the Chair or Vice Chair of the Board of Trustees, as appropriate.

3. For claims above \$250,000/\$750,000/\$1,000,000, the President will consult with and seek the approval of the members of the Finance Committee/**or alternatively confer with the Chair and notify the Vice Chair of the Board of Trustees** (Proposed UF language). The President or designee shall notify all Trustees about settlements at or above \$250,000/\$500,000/\$750,000/\$1,000,000.

(l) Perform such other duties as are not retained by the Board of Trustees and as may be necessary or appropriate for the administration of the University, in compliance with any applicable laws, Board of Trustees and Board of Governors' regulations, policies, and resolutions.

(m) Nothing in this regulation should be construed as limiting or divesting the Board of Trustees' right to exercise any authority or responsibility as deemed appropriate.

(n) If any additional contract or other matter of the University, a direct support organization, or other University affiliated entity, beyond ordinary standards and not covered by specific standards, would be considered material to the University and/or a direct support organization or University affiliated entity, including its resources or reputation, or would generate significant media attention, the President or designee is expected to confer with the chair of the Board and to notify the vice chair of the Board. Also, if any matter is expected to generate significant media attention outside of the ordinary course, the President is expected to notify the full Board of Trustees. The chair of the Board and the President shall collaborate over time to support their mutual understanding of this expectation, recognizing that there are judgments involved for both of them.

COMPARISON SUS BOT-PRESIDENTIAL DELEGATIONS¹

Univ. ²	Procurement (non-construction)	Construction / Change Orders	Presidential Direct Reports	Real Estate Leases	Lawsuits & Claims Authority
UF: Listed out approvals in chart format by approving body and position. Also addressed affiliated entities. (In process for BOT approval.)	BOT Chair approval and notice to BOT Vice Chair: goods and services contracts w/ ≥\$10M in total value; ≥\$2M per year spend; or ≥10 years and exclusive.	BOT approval of Capital Facilities Projects: 1) using state funds; or 2) >\$2M Definition of Capital Facilities Project includes any expenses needed to operate a new or improved building or change orders that cause a project to hit the approval, or >\$2M or 10% of the guaranteed maximum price.	BOT Chair approval and notice to the BOT Vice Chair: -Compensation of all UF VPs and UF president's executive direct reports -Compensation of any employee >\$1M Prior conferral with BOT Chair and notifying BOT Vice Chair: search process, hiring and firing of any UF cabinet member	BOT approval: leases ≥10 years; leases >50K square feet; or leases ≥\$10M total spend.	BOT Chair approval and notice to the BOT Vice Chair: Settlement of claims >\$1M Prior conferral with BOT Chair and notifying BOT Vice Chair: Settlement of claims between \$750K and \$1M Legal Claim: Any complaint (formal or informal), legal proceeding, arbitration, administrative proceeding or government enforcement proceeding.
USF: Updated existing USF policy on Delegations of General Authority and Signatory Authority.	Finance Committee Chair approval: Contract ≥ \$1M. Finance Committee approval: Contract ≥ \$2M. Contracts, including contract amendments during same fiscal year, with related scope aggregated	Finance Committee Chair approval: change orders > \$1M or 10% of the approved expenditure amount, whichever is less. Finance Committee approval: change orders ≥ \$2M.	BOG standard provision.	BOT Chair reserved approval right of material real property transactions: -space leases or ground leases with a total cumulative cost over the term of the lease > \$5M. The initial term of the USF system space lease should not exceed 10 years. Requests for exceptions to the initial lease term limitation will be	BOT Chair approval: settlement of claims > \$1M. BOT Chair and Finance Committee approval: Settlement of claims ≥ \$2M. Settlement of claims includes notice, approvals, and reports either verbal or in a format that best protects the legal

¹ New College of Florida not included due to small size.

² In order of largest to smallest based on 2016-2017 Operating Revenues. FIU falls between FAU and UCF in terms of operating revenues.

Univ. ²	Procurement (non-construction)	Construction / Change Orders	Presidential Direct Reports	Real Estate Leases	Lawsuits & Claims Authority
	<p>for purposes of determining whether threshold met.</p> <p>Reporting: List of all contracts for procurement of goods and services ≥ \$1M provided quarterly to Finance Committee as information item.</p>	<p>Reporting: A list of all change orders ≥ \$1M submitted to Finance Committee as information item.</p>		<p>considered. The lease, however, may include options to renew for as many terms as are in the institution's best interest.</p>	<p>interests of the University and that complies with applicable law.</p>
<p>FSU: Assessed FSU regulations, policies, practices, delegations against all of the BOG recommended best practices.</p>	<p>BOT Chair Consultation:</p> <ul style="list-style-type: none"> -total dollar value ≥ \$10M, or - annual dollar value ≥ \$2M, or -exclusivity of ≥ 10y. <p>Additionally, a report shall be made to the full BOT annually of these contracts.</p>	<p>Non-construction procurement consultation applies to construction contracts as well.</p> <p>BOT chair consultation: any change order > 10% of the price of the contract.</p>	<p>BOG Standard Provision plus head coaches earning > \$ 1M.</p>	<p>Not addressed separately; handled like non-construction procurement.</p>	<p>BOT Chair consultation:</p> <p>Settlements of ≥ \$500K.</p>
<p>UCF: Lists very specific areas for approval.</p> <p>Affiliated entities are covered in certain instances when noted: DSOs, practice plan</p>	<p>BOT approval:</p> <ul style="list-style-type: none"> -Any <u>contractual obligation</u> of either (1) more than 5 years or (2) aggregate net value ≥ \$5M. - Financial commitment, obligation, or contingent risk of the smaller of (1) \$5M or more and (2) .5% of the university budget or more. 	<p>BOT approval:</p> <ul style="list-style-type: none"> -All capital projects with ≥ \$2M and material changes. -Use of university funds > \$2M in construction costs and all changes to such projects that increase project costs by 	<p>BOT approval: hiring, dismissal or reduction in compensation of VPGC, Chief Compliance Officer or Chief Audit Executive.</p> <p>BOT chair consultation before implementing:</p> <ul style="list-style-type: none"> -Hiring, dismissal and any annual increase of > 5% comp of VP or other 	<p>Not addressed separately; handled like non-construction procurement.</p>	<p>Consultation w/ BOT chair before initiating, appealing, settling lawsuits involving the University or affiliated entities other than tort claims handled by the Division of Risk Management.</p>

Univ. ²	Procurement (non-construction)	Construction / Change Orders	Presidential Direct Reports	Real Estate Leases	Lawsuits & Claims Authority
corporations, self-insurance funds.	NOTE: Unclear whether this applies to research grants.	> 10% of original estimate. -changes to \$2M or more line item in capital budget > 10% of the value of the line item.	Pres direct report, the head football or head men's basketball coach. -employment contract with employee of UCF or affiliated entity with a term > 1 year.		
FAU					
FGCU: Utilized existing framework and updated (tracks UF's old original delegation document)	Not addressed.	BOT chair consultation: any request for a change order > ten percent (10%) of the guaranteed maximum price.	BOT approval: Organization structure of VPs BOT chair approval: -Pres direct report employment contracts and extensions -Pres direct report compensation and adjustments BOT chair consultation: -hiring, dismissal and compensation of VPs, including AD, and other direct reports to Pres or BOT	BOT chair consultation: Lease payments > \$250K.	Reauthorized the President to settle litigation ≤ \$ 100K. Reauthorized the President or designee, after receiving the advice of the General Counsel, as well as providing advance notification by the President to the BOT, to approve the commencement of legal proceedings or the appeal of an adverse ruling against the University. Reporting: commencement or appeal of legal proceedings.

Univ. ²	Procurement (non-construction)	Construction / Change Orders	Presidential Direct Reports	Real Estate Leases	Lawsuits & Claims Authority
UNF: Overall tracks BOG best practices document with university specific adjustments.	Chair of Finance and Facilities Committee approval: contract for the purchase of goods and services > \$1M.	<p>Prior approval of Finance and Facilities Committee: change orders > \$1M.</p> <p>Consultation and approval of Chair of Finance and Facilities Committee: change orders for an amount > \$100K.</p> <p>Reporting: all change orders shall be reported to BOT.</p>	BOG standard provision.	Not addressed separately; handled like non-construction procurement.	<p>President delegated authority to initiate and settle lawsuits and claims, and appeal adverse rulings in accordance with the provisions of the UNF Board of Trustees Delegation of Authority approved June 20, 2006 except:</p> <p>Consultation with Chair of the Finance and Facilities Committee or BOT Chair, as appropriate: claims > \$100K but < \$250K.</p> <p>Consult with and seek the approval of the members of the Finance and Facilities Committee: claims > \$250K.</p> <p>Reporting to full BOT: all actions > \$250K</p>
FAMU: Overall tracks BOG best practices document with university specific adjustments.	President delegated authority to sign and authorize all purchasing contracts, including lease-purchase.	BOT approval: change orders > \$250K in the aggregate.	BOG standard provision.	Not addressed separately; handled like non-construction procurement.	<p>President delegated authority to initiate, appeal adverse rulings, and settle lawsuits and claims (in accordance with the provisions of the FAMU Board of Trustees Resolution No. 17-05) except as follows:</p> <p>Prior consultation with BOT Chair: For settlement of claims > \$100K but < \$250K.</p> <p>BOT Approval: settlements ≥ \$250K.</p>
UWF: Overall tracks BOG best practices	President delegated authority to sign and authorize all purchasing contracts, including lease-purchase.	President delegated authority to sign and authorize all	Not addressed.	BOT approval: -space leases with total rent over the term > \$500K.	President deleted authority to initiate and settle lawsuits and claims, and appeal adverse rulings when doing so would be in the best interests of the University.

Univ. ²	Procurement (non-construction)	Construction / Change Orders	Presidential Direct Reports	Real Estate Leases	Lawsuits & Claims Authority
document with university specific adjustments.		<p>construction contracts and change orders.</p> <p>Reporting: change orders reported to the BOT.</p>		-ground leases with cumulative rentals > \$100K or for property upon which improvements will be constructed with an estimated value > \$2M.	
Fla Poly: Tracks BOG best practices document with university specific adjustments.	<p>BOT approval: contract value > \$500K (contract value includes initial term and all potential renewals).</p> <p>Finance & Facilities Committee approval: contract amendments taking value > \$500K.</p> <p>Reporting on agreements > \$200K at each regular Finance and Facilities Committee meeting.</p> <p>Vendor contracts with related scope are aggregated for both.</p>	<p>BOT approval: major projects (i.e., >\$2M).</p> <p>Chair of Finance & Facilities consultation and approval: change orders > \$100K.</p> <p>Reporting: The BOT Chair and Vice Chair shall be notified of all change orders and will be included as an informational item on the Finance and Facilities Committee agenda.</p>	BOG standard provision.	<p>BOT approval: Lease or use of real property for term > 5 years or 25K square feet.</p> <p>Finance and Facilities Committee approval: contract amendments taking existing agreements > 5 years or 25K square feet.</p> <p>BOT approval prior to issuance of competitive solicitation or contract execution: leases of University real property to a third party with term > 3 years.</p>	<p>President delegated authority to initiate, defend, and settle lawsuits and claims and appeal adverse rulings <u>except</u> as follows:</p> <p>BOT Chair consultation required for settlement of claims > \$300K but < \$750K.</p> <p>BOT Chair approval required for settlement of claims > \$750K; also notify BOT Vice Chair.</p> <p>Reporting: The President shall notify all trustees about settlements ≥ \$300K.</p>

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FIU Board of Trustees Delegation of Authority to the FIU President

Type of Authority Delegated	Source of Authority
<p><u>Contracting Authority:</u></p> <p>The President was provided with authority to enter into contracts on behalf of the FIU BOT which are necessary to effectuate all programs and actions approved by the BOT in its approval of the yearly budget. [9-2-2003 BOT Resolution]</p> <p>The President was also provided with the following contracting authority in the 11-14-2008 BOT Resolution:</p> <ul style="list-style-type: none"> • To enter into agreements for student/faculty exchange programs which involve students/faculty at the University and students/faculty in other postsecondary educational institutions. [#10] • To enter into articulation agreements. [#11] • To approve, execute, and administer all contracts that are typical for a University CEO to execute, for and on behalf of the FIU Board of Trustees, including, but not limited to, the acquisition or provision of commodities, goods, equipment, and services; the license or lease of real or personal property to or from the University, and the planning and construction of facilities. [#16] • To enter into agreements for and accept credit card payments as compensation or goods, services, tuition, and fees. [#19] • To negotiate, enter into, and execute research contracts, to solicit and accept research grants and donations; and to fix and collect fees, other payments, and donations that may accrue by reason thereof. The President may negotiate, enter into, and execute contracts on a cost-reimbursement basis and may provide temporary financing of such costs prior to reimbursement from moneys on deposit in a sponsored research development fund, except as prohibited by law. [#26] 	<p>BOT Resolution 9-2-2003 [Chart #6]</p> <p><u>See Also</u>, November 14, 2008 BOT Resolution. [Note: This Resolution authorizes the President to delegate to divisional vice presidents and other appropriate University personnel the authority as described in the Resolution, so long as: the Delegation is in writing, such delegation specifies whether the authority can be further delegated, and the conditions for same, and a copy of such delegation is filed in the Office of the General Counsel. [#34 Reso.]</p>
<p><u>Directives/Executive Orders:</u></p>	<p>BOT Resolution 12-6-2001 [Chart #3]</p>
<p>The President may issue directives and executive orders consistent with existing Board policies and law.</p>	
<p><u>Lawsuits:</u></p>	<p>BOT Resolution Dated February 18, 2002 [Chart No. 4 & 5]</p>

FIU Board of Trustees Delegation of Authority to the FIU President

Type of Authority Delegated	Source of Authority
<p>The President has the authority to initiate lawsuits. The president should seek Board approval on commencement of suits above \$100,000. A regular agenda item should be provided by the University President to report new legal actions to the Board.</p>	
<p><u>University Depositories: Transfer of Funds:</u></p> <p>The President is authorized to transfer funds from one depository to another, within a depository, to another institution, or from another institution to a depository for investment purposes, and may transfer funds in a similar manner when the transfer does not represent an expenditure, advance, or reduction of cash assets.</p>	<p>BOT Resolution dated November 22, 2004 [Chart #10]</p> <p>The President may authorize a University Official as his designee to perform any and all of the same actions set forth herein.</p>
<p><u>Student Matters:</u></p> <ul style="list-style-type: none"> • To govern admissions. [Reso. #7] • To award degrees [Reso. #9] • To provide purchasing, contracting, and budgetary review processes for student government organizations [Reso. #22] 	<p>BOT Resolution dated November 14, 2008</p>
<p><u>Academic Matters:</u></p> <ul style="list-style-type: none"> • To recommend to this Board the establishment and termination of undergraduate and masters-level degree programs within the approved role and scope of the University. [Reso. #8] • To enter into Articulation Agreements. [Reso. #11]. • To establish the internal academic calendar of the University [Reso. #12] • To approve the establishment of an educational research center for child development [Reso. #32] 	<p>BOT Resolution dated November 14, 2008</p>
<p><u>Property: Facilities/Construction/Insurance:</u></p> <ul style="list-style-type: none"> • To close all or portions of the University campuses and cease normal operations and services in the event of an emergency, when, in the President's judgment, such action would protect, the safety, health, and welfare of the University faculty, students, and staff, and the University Facilities and grounds. In exercising this authority, the President is authorized to determine and designate those employees who are required to provide essential services during the closing. [Reso. #13] • To secure comprehensive general liability insurance. [Reso. #21] • To act as custodian of all University property. [Reso. #23] 	<p>BOT Resolution dated November 14, 2008</p>

FIU Board of Trustees Delegation of Authority to the FIU President

Type of Authority Delegated	Source of Authority
<ul style="list-style-type: none"> • To adjust property records and dispose of state-owned tangible personal property in the University's custody and deposit, disburse, and account for all monies received from the sale of such property. [Reso. #24] • To take charge of any lost or abandoned personal property found on the University campus or on premises owned or controlled by the University or any direct support organization thereof, and if the property is not claimed by the owner within a reasonable period of time as designated by the President or designee, to order it sold at public outcry, after giving notice of the time and place of sale in a publication of general circulation on the campus, and deposit the moneys realized from the public sale in the appropriate fund. [Reso. #25] • To perform all things necessary to secure letters of patent, copyrights, and trademarks on any work products and to enforce the University's rights therein. [Reso. #27] • To administer a program for maintenance and construction of facilities. [Reso. #29] • To certify to the appropriate authority, as requested, a project's compliance with the requirements for expenditure of PECO funds for release of funds [Reso. #30] • To ensure that all plans for the construction, renovation, remodeling, or demolition of any educational or ancillary plants conform to the requirements of the Florida Building Code and the Florida Fire Prevention Code. The President is authorized to take all steps necessary to carry out the projects. [Reso. #30] 	
<p><u>Financial/Budget:</u></p> <ul style="list-style-type: none"> • To prepare a budget request and an operating budget for consideration and approval by the FIU Board of Trustees, and to implement the operating budget of the University. [Reso. #14] • To prepare a capital outlay budget as part of the annual budget based upon and in harmony with the University's capital outlay plan for approval by the FIU Board of Trustees. [Reso. #15] • To perform banking transactions, as necessary. [Reso. #17] • To recommend to the Board a schedule of tuition and fees to be charged by the University. [Reso. #18] • To employ the services of collection agencies for collecting delinquent accounts and to charge off and settle accounts when uncollectible. The President will report the status of accounts receivable charge-offs to the Board on an annual basis. [Reso. #20] • To provide for the payment of the cost of civil actions against officers, employees, or agents of the FIU Board of Trustees. 	<p>BOT Resolution dated November 14, 2008</p>

FIU Board of Trustees Delegation of Authority to the FIU President

Type of Authority Delegated	Source of Authority
<p><u>General Authority [11-14-2008 BOT Resolution]:</u></p> <ul style="list-style-type: none"> • To Organize the University to efficiently and effectively achieve the goals of the University. [Reso. #1] • To periodically review the operations of the University in order to determine how effectively and efficiently the University is being administered and whether it is meeting the goals of its strategic plan. [Reso. #2] • To have the powers, duties, and authority that is vested with the University. [Reso. #3] • To recommend the adoption of regulations and policies, as appropriate, to this Board, and to take routine administrative actions on behalf of this Board related to the regulation development process or related to the rulemaking process. [Reso. #4] • To ensure compliance with federal and state laws, rules, regulations, and other requirements which are applicable to the University. [Reso. #5] • To maintain all data and information pertaining to the operation of the University, and report on the attainment by the University of Institutional and statewide performance accountability goal. [Reso. #6] 	<p>BOT Resolution November 14, 2008</p>

**THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES**

6 December 2001

SUBJECT: Operating Procedures for Florida International University Board of Trustees

PROPOSED COMMITTEE ACTION

Approve the Operating Procedures for The Florida International University Board of Trustees.

BACKGROUND INFORMATION

Section 229.008, Florida Statutes (2001), Boards of trustees of the state universities, provides in part as follows:

(2) Each board of trustees shall be a public body corporate by the name of "The (name of university) Board of Trustees," with all the powers of a body corporate,

Section 229.0081, Florida Statutes (2001), Powers and duties of university boards of trustees, provides in part as follows:—

(2)..., each university board of trustees is vested with the authority to govern and set policy for its university, as necessary to provide proper governance and improvement of the university in accordance with law and with rules of the Florida Board of Education. * * *

These Operating Procedures are proposed as operating policy for the board by the Transition Committee.

Supporting Documentation Included:

Operating Procedures Draft (11/28/01)

Facilitators/Presenters:

David Parker,
Chairman, Transition Committee

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**THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES**

18 February 2002

SUBJECT: Legal Actions Process: Authorization to Initiate Lawsuits

PROPOSED BOARD ACTION

Adopt the Transition Committee's recommendation that there be a regular agenda item for the university president to report new legal actions to the Board.

Adopt a recommendation that the President should seek BOT approval on commencement of suits above \$100,000.

BACKGROUND INFORMATION

Section 229.008, of the Florida Statutes entitled Boards of Trustees of the state universities- provides as follows:

* * * (2) Each Board of Trustees shall be a public body corporate. . .with all the powers of a body corporate, including . . .the power . . .to sue and be sued, to plead and be impleaded in all courts of law or equity . . .

The SUS position description for General Counsel, which has not been amended since the Florida Education Governance Reorganization Implementation Act which created this Board, indicates that the General Counsel at the university is responsible to the President and, among other things, "[r]epresents the Board, university, or employees before courts and administrative bodies in cases involving the Board, university, or employees." The Board reference in the quoted language was to the Board of Regents, however, the law applicable to representation of organizations, and Rule 4-1.13(a) of the Rules Regulating The Florida Bar indicates that the description would apply as well to the Board of Trustees.

A specific authorization is currently being sought from The FIUBOT regarding a pending dispute. The Transition Committee considered the manner in which the Board wishes to be advised of the pendency of actions brought against it, and the manner in which it wishes to authorize the commencement of lawsuits required to establish and or enforce its legal rights. In considering this matter, the frequency of Board meetings and the procedure for emergency meetings was considered.

Supporting Documentation Included: none

Facilitators/Presenters: David Parker
Chairman, Transition Committee

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

2 September 2003

SUBJECT: Signing Authority

PROPOSED ACTION

Review and recommend approval of the following Presidential Authority:

The Florida International University Board of Trustees hereby resolves-

- (1) That the authority of the President of Florida International University (the "President"), pursuant to FI Stat. 1001.75, is hereby affirmed. Pursuant to this statute, the President's authority includes all powers duties, and authority that is vested with the University and is attributable to the chief executive officer of a state university; and further resolved
- (2) That the authority of the President, pursuant to the statute, includes the authority to enter into all contracts on behalf of FIU's Board of Trustees which are necessary to effectuate all programs and actions approved by the Board of Trustees in its approval of the yearly budget; and further resolved
- (3) That the President is authorized to further delegate to University personnel the authority described as long as such delegation is in writing and a copy is filed in the General Counsel's Office.

BACKGROUND INFORMATION

At the July 27, 2001, BOT meeting, the Board adopted a motion giving the President, or his designee, authority to sign contracts up to \$1 million.

At the October 8, 2001 BOT meeting, the Board readopted a motion giving the President, or his designee, authority to sign contracts up to \$1 million, pending an evaluation by the Finance Committee and further action by the Board.

The Chairman of the Board has asked the General Counsel to review applicable law and recommend how to proceed to facilitate the transaction of business in a timely manner by the University.

Supporting Documentation Included:

• Florida Statute 1001.75

Facilitators/Presenters:

David Parker

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

22 NOVEMBER 2004

SUBJECT: SIGNATURE AUTHORITY - DEPOSITORIES

PROPOSED BOARD ACTION:

Adopt the following Resolution:

WHEREAS, the University must designate the depositories at which University funds may be deposited;

BE IT RESOLVED THAT, the following banking institutions are designated as depositories of University funds:

Bank of America, N.A.
Jacksonville, FL

U.S. Bank
St. Paul, MN

Wachovia Bank, N.A.
Charlotte, NC

Bancentro - Banco de Crédito Centroamericano (FIU Center for the Administration of Justice)
Managua, Nicaragua

Banco Ficohsa (FIU Center for the Administration of Justice)
Tegucigalpa, Honduras

Banco de Costa Rica (FIU Center for the Administration of Justice)
San José, Costa Rica

BE IT FURTHER RESOLVED THAT, the University President, the Chief Financial Officer, and their respective designees, are each individually authorized to take all actions necessary to open or close bank accounts at any of the designated depositories.

BACKGROUND INFORMATION:

A. Statutory Authority

Section 1011.42, Florida Statutes (2004), University depositories; deposits into and withdrawals from depositories, states in relevant part:

(1) The board of trustees of each university shall designate the depositories in which any university funds may be deposited. No bank shall be designated unless it is a qualified depository as provided by Florida Statutes.

B. Explanation for Proposed Board Action

The Board must designate the banking institutions that may serve as depositories of University funds. The University has several banking relationships that must be formally recognized by the Board. The resolution also authorizes the President, the Chief Financial Officer (CFO), the President's designee, and the CFO's designee, to take the actions necessary to open or close bank accounts. The authorization is granted individually so that each authorized person may act singly.

EXHIBITS/SUPPORTING DOCUMENTS:

- NONE

FACILITATOR/PRESENTER:

- NONE

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

22 NOVEMBER 2004

SUBJECT: SIGNATURE AUTHORITY – TRANSFER OF FUNDS

PROPOSED BOARD ACTION:

Adopt the following Resolution:

WHEREAS, University funds are deposited in accounts established at banking institutions designated as University depositories by the Board of Trustees;

WHEREAS, for various reasons, it may be necessary to transfer funds within a depository, from one depository to another, from a depository to another institution, or from an institution to a depository;

BE IT RESOLVED THAT, the University President is authorized to transfer funds from one depository to another, within a depository, to another institution, or from another institution to a depository for investment purposes and may transfer funds in a similar manner when the transfer does not represent an expenditure, advance, or reduction of cash assets.

BE IT FURTHER RESOLVED THAT, the University President may authorize a University official as his designee to perform any and all of the same actions set forth above.

BACKGROUND INFORMATION

A. Statutory Authority

Section 1011.42, Florida Statutes (2004), University depositories; deposits into and withdrawals from depositories, states in relevant part:

(6) The university president or his or her designee, after having been specifically authorized by the university board of trustees, may transfer funds from one depository to another, within a depository, to another institution, or from another institution to a depository for investment purposes and may transfer funds in a similar manner when the transfer does not represent an expenditure, advance, or reduction of cash assets.

B. Explanation for Proposed Board Action

The Board action authorizes the President to transfer funds among different university accounts whether within the same banking institution or among different institutions. The President is also authorized to designate a University official to perform the same actions.

EXHIBITS/SUPPORTING DOCUMENTS:

- NONE

FACILITATOR/PRESENTER:

- NONE

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

22 NOVEMBER 2004

SUBJECT: SIGNATURE AUTHORITY – AUTHORIZATION TO SIGN CHECKS

PROPOSED BOARD ACTION:

Adopt the following Resolution:

WHEREAS, the University has depositories at banking institutions at which University funds are deposited;

WHEREAS, the University pays its legal obligations from said depositories;

WHEREAS, the Board must state with particularity the legal name and title of University employees who are authorized to sign checks to pay legal obligations of the University.

BE IT RESOLVED THAT, the following officers and employees of the University are authorized to sign checks to pay legal obligations of the University from any and all designated University depositories:

Modesto A. Maidique, University President

Alexander Zyne, University Treasurer

BE IT FURTHER RESOLVED THAT, the following university employee is provided the limited authority to sign checks for the purpose of paying legal obligations of the University from accounts in the depositories listed below:

Luis Salas, Director, Center for the Administration of Justice:

Authorized signatory for the following depositories:

Bancentro - Banco de Crédito Centroamericano
Managua, Nicaragua

Banco Ficohsa
Tegucigalpa, Honduras

Banco de Costa Rica
San José, Costa Rica

BACKGROUND INFORMATION:

A. Statutory Authority

Section 1011.42(7), Florida Statutes (2004), University depositories; deposits into and withdrawals from depositories, states in relevant part:

(7) The university board of trustees shall specifically designate and spread upon the minutes of the board the legal name and position title of any university employee authorized to sign checks to pay legal obligations of the university.

B. Explanation for Proposed Board Action

At its previous meeting, the Board provided Vivian A. Sanchez, Vice President and Chief Financial Officer with check signing authority. The recommendation to the Board is that it also provide check signing authority to the President and University Treasurer. Also, to facilitate the conduct of University activities in foreign countries, it is also recommended that the Board provide limited check signing authority to Luis Salas, the director of a University program that is conducted in Central America. The authority of Mr. Salas is limited to accounts located at the foreign banking institutions specified in the resolution.

EXHIBITS/SUPPORTING DOCUMENTS:

- NONE

FACILITATOR/PRESENTER:

- NONE

**THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES
BOARD
14 NOVEMBER 2008**

SUBJECT: PRESIDENTIAL AUTHORITY

PROPOSED BOARD ACTION:

WHEREAS, by resolution dated January 7, 2003, the Board of Governors delegated to each university board of trustees and university presidents those powers previously granted to the trustees in the Florida Statutes, and

WHEREAS, many of the Florida Statutes referenced in the Board of Governors' 2003 Resolution have been repealed or amended, and

WHEREAS, this Board has the authority to determine the powers of the President, and

WHEREAS, this Board desires to delegate to the president of the university ("the President") those powers and duties previously provided in the Florida Statutes and further delegates to the President the authority necessary to carry out the duties as the chief executive officer of the University,

THEREFORE, BE IT RESOLVED that, the FIU Board of Trustees hereby delegates to the President, in addition to any existing delegations, the following authority and duties (the authority and duties are to be exercised and performed in accordance with applicable laws, regulations, and guidelines):

- (1) To organize the University to efficiently and effectively achieve the goals of the University.
- (2) To periodically review the operations of the University in order to determine how effectively and efficiently the University is being administered and whether it is meeting the goals of its strategic plan.
- (3) To have the powers, duties, and authority that is vested with the University.

- (4) To recommend the adoption of regulations and policies, as appropriate, to this Board, and to take routine administrative actions on behalf of this Board related to the regulation development process or related to the rulemaking process.
- (5) To ensure compliance with federal and state laws, rules, regulations, and other requirements which are applicable to the University.
- (6) To maintain all data and information pertaining to the operation of the University, and report on the attainment by the University of institutional and statewide performance accountability goals.
- (7) To govern admissions.
- (8) To recommend to this Board the establishment and termination of undergraduate and masters-level degree programs within the approved role and scope of the University.
- (9) To award degrees.
- (10) To enter into agreements for student/faculty exchange programs which involve students/faculty at the University and students/faculty in other postsecondary educational institutions.
- (11) To enter into articulation agreements.
- (12) To establish the internal academic calendar of the University.
- (13) To close all or portions of the University campuses and cease normal operations and services in the event of an emergency, when, in the President's judgment, such action would protect the safety, health and welfare of the University faculty, students and staff, and the University facilities and grounds. In exercising this authority, the President is authorized to determine and designate those employees who are required to provide essential services during the closing.
- (14) To prepare a budget request and an operating budget for consideration and approval by this Board, and to implement the operating budget of the University.

- (15) To prepare a capital outlay budget as a part of the annual budget, based upon and in harmony with the University's capital outlay plan for approval by the FIU Board of Trustees.
- (16) To approve, execute, and administer all contracts that are typical for a University CEO to execute, for and on behalf of the FIU Board of Trustees, including, but not limited to, the acquisition or provision of commodities, goods, equipment, and services; the license or lease of real or personal property to or from the University; and the planning and construction of facilities.
- (17) To perform banking transactions, as necessary.
- (18) To recommend to the FIU Board of Trustees a schedule of tuition and fees to be charged by the University.
- (19) To enter into agreements for and accept credit card payments as compensation for goods, services, tuition and fees.
- (20) To employ the services of collection agencies for collecting delinquent accounts and to charge off and settle accounts when uncollectible. The President will report the status of accounts receivable charge-offs to the Board on an annual basis.
- (21) To secure comprehensive general liability insurance.
- (22) To provide purchasing, contracting, and budgetary review processes for student government organizations.
- (23) To act as custodian of all University property.
- (24) To adjust property records and dispose of state-owned tangible personal property in the University's custody and deposit, disburse, and account for all moneys received from the sale of such property.
- (25) To take charge of any lost or abandoned personal property found on the University campus or on premises owned or controlled by the University or any direct support organization thereof, and if the property is not claimed by the owner within a reasonable period of time as designated by the President or designee, to order it sold at public outcry, after giving notice of the time and place

of sale in a publication of general circulation on the campus, and deposit the moneys realized from the public sale in the appropriate fund.

(26) To negotiate, enter into, and execute research contracts; to solicit and accept research grants and donations; and to fix and collect fees, other payments, and donations that may accrue by reason thereof. The President may negotiate, enter into, and execute contracts on a cost-reimbursement basis and may provide temporary financing of such costs prior to reimbursement from moneys on deposit in a sponsored research development fund, except as prohibited by law.

(27) To perform all things necessary to secure letters of patent, copyrights, and trademarks on any work products and to enforce the University's rights therein .

(28) To serve, or to appoint a designee to serve, on the board of directors and the executive committee of any University direct-support organization and to receive annual budgets and reports of such organizations.

(29) To administer a program for the maintenance and construction of facilities.

(30) To certify to the appropriate authority, as requested, a project's compliance with the requirements for expenditure of PECO funds for release of funds.

(31) To ensure that all plans for the construction, renovation, remodeling, or demolition of any educational or ancillary plants conform to the requirements of the Florida Building Code and the Florida Fire Prevention Code. The President is authorized to take all steps necessary to carry out the projects.

(32) To approve the establishment of an educational research center for child development.

(33) To provide for the payment of the cost of civil actions against officers, employees or agents of the FIU Board of Trustees.

(34) To further delegate to divisional vice presidents and other appropriate University personnel the authority as described herein so long as: such delegation is in writing, such delegation specifies whether the authority can be further delegated and the conditions for same, and a copy of such delegation is filed in the Office of the General Counsel.

BACKGROUND INFORMATION:

Article IX, Section 7 of the Florida Constitution provides that the Board of Governors shall operate, regulate, control and be fully responsible for the management of the system of public universities, and provides that the boards of trustees shall administer each public university. The Board of Governors, in a resolution dated January 7, 2003, delegated to the boards of trustees those powers and duties as provided in Florida Statutes Section 1001.74. A corresponding list of powers and duties of university presidents were provided in Florida Statutes Section 1001.75. Since that time, Section 1001.74 has been amended and Section 1001.75 has been repealed. Therefore, it is necessary for the Board to adopt a resolution memorializing the delegation of those powers and duties to the President.

STATUTORY AUTHORITY:**EXPLANATION FOR PROPOSED BOARD ACTION**

EXHIBITS/SUPPORTING DOCUMENTS: ■ NONE

FACILITATOR/PRESENTER: ■ DAVID PARKER

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