



FLORIDA INTERNATIONAL UNIVERSITY

BOARD OF TRUSTEES

GOVERNANCE COMMITTEE

FIU, Modesto A. Maidique Campus, Graham Center Ballrooms

Due to room capacity limitations resulting from physical distancing mitigations, general public access via <http://webcast.fiu.edu/>

Wednesday, June 16, 2021

12:00 p.m.

or

Upon Adjournment of Previous Meeting

Chair: Dean C. Colson, *Board Chair*

Vice Chair: Roger Tovar, *Board Vice Chair*

Members: Leonard Boord, Natasha Lowell, Gene Prescott, Marc D. Sarnoff

AGENDA

1. Call to Order and Chair's Remarks Dean C. Colson
2. Approval of Minutes Dean C. Colson
3. Action Items (*Committee Action; Full Board Information Only*)
 - 3.1 University President's Incentive Goals Outcomes, 2021 Reporting Year Dean C. Colson
 - 3.2 University President's Incentive Goals, 2021-22 Mark B. Rosenberg
3. Action Items
 - G1. University President's Employment Agreement Dean C. Colson
 - G2. Ratification of the 2021-2024 Collective Bargaining Agreement between The Florida International University Board of Trustees and The Dade County Police Benevolent Association Law Enforcement Bargaining Unit (*PBA - Officers and Sergeants*) El pagnier K. Hudson
 - G3. Ratification of the 2021-2024 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

3. Action Items *(Continued...)*

G4. Ratification of the 2020-2023 Collective Bargaining Agreement between The Florida International University Board of Trustees and Florida Public Employees Council 79, affiliate of the American Federation of State, County, and Municipal Employees, AFL-CIO (AFSCME) **El pagnier K. Hudson**

G5. Direct Support Organizations Board Appointments **Howard R. Lipman**

4. Discussion Item

4.1 2021 Board of Trustees Self Evaluation Survey **Dean C. Colson**

5. New Business *(If Any)* **Dean C. Colson**

6. Concluding Remarks and Adjournment **Dean C. Colson**

THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES
Governance Committee

June 16, 2021

Subject: Approval of Minutes of Meeting held April 21, 2021

Proposed Committee Action:

Approval of Minutes of the Governance Committee meeting held on April 21, 2021 at the FIU, Modesto A. Maidique Campus, Graham Center Ballrooms and via Zoom.

Background Information:

Committee members will review and approve the Minutes of the Governance Committee meeting held on April 21, 2021 at the FIU, Modesto A. Maidique Campus, Graham Center Ballrooms and via Zoom.

Supporting Documentation: Minutes: Governance Committee Meeting, April 21, 2021

Facilitator/Presenter: Dean C. Colson, *Board Chair and Governance Committee Chair*

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**FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES
GOVERNANCE COMMITTEE
MINUTES
APRIL 21, 2021**

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 Dean C. Colson on Wednesday, April 21, 2021 at 11:09 a.m. at the FIU, Modesto A. Maidique Campus, Graham Center Ballrooms and via Zoom.

General Counsel Carlos B. Castillo conducted roll call of the Governance Committee members and verified a quorum. Present were Trustees Dean C. Colson, *Board Chair*; Roger Tovar, *Board Vice Chair*; Leonard Boord; Natasha Lowell; and Marc D. Sarnoff.

Trustees Cesar L. Alvarez, Donna J. Hrinak, Gene Prescott, Joerg Reinhold, Chanel T. Rowe, and Alexandra Valdes and University President Mark B. Rosenberg were also in attendance.

Board Chair Colson welcomed all Trustees and members of the University administration. He also welcomed Trustees, University administrators, and staff attending via the virtual environment and the University community and general public accessing the meeting via the University's webcast.

Board Chair Colson explained that the 2021-22 Incentive Goals and the President's Incentive Goals outcomes for 2019-20 were not part of the Committee's items for review at the current meeting. Chair Colson pointed out that he and President Rosenberg discussed the President's Incentive Goals outcomes for 2019-20 and the Committee's review of the Incentive Goals to be proposed for 2021-22 and agreed to postpone any related Committee action on these matters until the June meeting of the Governance Committee.

2. Approval of Minutes

Board Chair Colson asked if there were any additions or corrections to the minutes of the Governance Committee meeting held on February 23, 2021. A motion was made and unanimously passed to approve the minutes of the Governance Committee meeting held on February 23, 2021.

3. Action Items

G1. Updated Exclusion Resolution

Provost and Executive Vice President Kenneth G. Furton presented the updated Exclusion Resolution for Committee review. He explained that, as is noted in the proposed Resolution, FIU

has entered into contractual obligations with agencies of the United States government, including contractual obligations requiring security clearance and that current Department of Defense (DoD) policy requires that the Chair of the FIU Board of Trustees and all FIU principal officers meet the personnel clearance requirements established for the level of the University's security clearance. He indicated that said DoD policy permits the exclusion from the personnel security clearance requirement of members of the Board of Trustees and other officers, provided that the Board adopts a resolution stating that such Board members and officers designated by name are effectively excluded from access to all classified information.

Provost Furton commented that the composition of the FIU Board of Trustees has changed since the adoption of the last Exclusion Resolution in that the terms of Gerald C. Grant Jr. and Claudia Puig ended, adding that they have been succeeded by Chanel T. Rowe and Carlos Trujillo respectively. He commented that the updated Resolution also reflects that the term of the student Trustee, Alexandra Valdes, will end on May 9, 2021 and that the term of the incoming student Trustee, Alexander Rubido, begins on May 10, 2021. Provost Furton mentioned that 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 FIU 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.

G2. President's Management Review

At the request of Board Chair Colson, General Counsel Castillo provided an overview of the process that the Committee will follow for the review of the remaining action items.

Board Chair Colson explained that, in accordance with the President's employment agreement, the evaluation process is aligned with the Board's review of FIU's Accountability Plan, adding that the Accountability Plan was reviewed by the Board's Strategic Planning Committee earlier in the day. He remarked that, as is required by Florida Board of Governors (BOG) regulation, he solicited input from BOG Chair Sydney Kitson regarding University President Mark B. Rosenberg's annual performance evaluation. He added that Chair Kitson provided positive feedback in terms of the President's performance.

Provost Furton presented the University and President's Performance Goals and Results Self-Evaluation Scorecard for the 2021 reporting year, providing an overview relating to the outcomes of the 10 BOG Performance Based Funding Model metrics. He indicated that the University made significant improvements in all 10 areas.

Board Chair Colson commented on the University's remarkable progress despite the unprecedented challenges of the prior year. He remarked on President Rosenberg's drive and devotion for the University, its students, and the community at-large. Board Chair Colson recommended that President Rosenberg receive a superior performance rating and opened the floor for discussion.

Board Vice Chair Roger Tovar concurred with Board Chair Colson, commenting on a number of successes that the University achieved since its opening less than 50 years ago. Trustee Leonard Boord concurred with Trustee comments and remarked on the University's ability to effectively transition to remote instruction in March of the prior year. Trustee Cesar L. Alvarez mentioned the University's continued improvement since Dr. Rosenberg became FIU's president.

A motion was made and unanimously passed that the FIU Board of Trustees Governance Committee recommend for Board of Trustees' approval a "superior" performance rating to President Rosenberg for his leadership of Florida International University during the 2019-20 academic year.

G3. University and President's Performance Goals, 2021-22 Academic Year

Provost Furton explained that the University and President's Performance Goals for the 2021-22 academic year are included in FIU's Accountability Plan, which the Strategic Planning Committee reviewed earlier in the day. Provost Furton commented on each of the goals related to the 10 BOG Performance Based Funding Model metrics.

Board Vice Chair Tovar pointed out that a number of the goals within FIU's Accountability Plan were revised in response to Trustee comments, and therefore the version of FIU's Accountability Plan that was previously distributed as part of the Board materials is not reflective of said changes. In response to Board Vice Chair Tovar, Board Chair Colson stated that the matter could be addressed in the motion and proposed the following motion: the Committee recommends that the Board adopt the University and President's Performance Goals for the 2021-22 academic year as approved by the Strategic Planning Committee on this date.

Trustee Marc D. Sarnoff remarked on including a goal that pertained to improving 10 positions in *U.S. News & World Report* rankings. At the request of Board Chair Colson, General Counsel Castillo confirmed that as part of the proposed President's Incentive Goals for academic year 2021-22, goal #2 relates to significant progress towards top-50 presence in national rankings. Board Chair Colson stated that the Committee will review the proposed President's Incentive Goals for academic year 2021-22 at its June meeting. President Rosenberg indicated that FIU was the first institution within the State University System to align its performance goals with the Accountability Plan, adding that said alignment was praised by the BOG, as it demonstrated FIU's commitment to the BOG's accountability metrics.

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 the University and President's Performance Goals for the 2021-22 academic year as approved by the Strategic Planning Committee on this date.

4. Discussion Item

4.1 2021 Board of Trustees Self Evaluation Survey

Board Chair Colson referred to the 2021 Board of Trustees Self Evaluation Survey and remarked that an external consultant has been engaged to help guide the Board through the process of using the survey results to further enhance board effectiveness.

5. New Business

No new business was raised.

6. Concluding Remarks and Adjournment

With no other business, Board Chair Dean C. Colson adjourned the meeting of the Florida International University Board of Trustees Governance Committee on Wednesday, April 21, 2021 at 11:38 a.m.

THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES
Governance Committee

June 16, 2021

Subject: University President's Incentive Goals Outcomes, 2021 Reporting Year (2019-20 Academic Year)

Proposed Committee Action:

Review the outcomes relating to the President's Incentive Goals for the 2021 reporting year (2019-20 academic year) and award, at its discretion, incentive compensation up to \$150,000 in accordance with the President's employment agreement, as amended.

Background Information:

President Mark B. Rosenberg will report on the progress made towards meeting the Incentive Goals delineated for the 2021 reporting year (2019-20 academic year).

The Fifth Amendment to the President's employment agreement states:

2. Timing Adjustments to Evaluation Cycle & Award of Incentive Compensation.

(b) Any annual incentive compensation awarded pursuant to Section 4.3 shall be paid to Dr. Rosenberg no later than fourteen (14) days following the date on which it is awarded by the Board, provided Dr. Rosenberg remains President on the date of such award except for any award for the final full academic year in the Term which shall be paid no later than June 15 in the year after the last year of the Term.

The Sixth Amendment to the President's employment agreement states:

Incentive Compensation. Section 4.3 of the Agreement is amended to provide that the potential incentive compensation awardable to Dr. Rosenberg in the 2019-20 academic year and thereafter shall be up to \$150,000.00.

Florida Board of Governors Regulation 1.001(5)(a) states, in relevant part, that each board of trustees shall provide for the establishment of the personnel program for all the employees of the university, including the president, which may include but is not limited to: compensation and other conditions of employment.

Supporting Documentation: President's Incentive Goals Outcomes, 2021 reporting year (2019-20 academic year)

Key Achievements: 2021 Reporting Year

Facilitator/Presenter: Dean C. Colson

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University and President's Performance Goals and Results, 2021 Reporting Year
Self-Evaluation Scorecard

OBJECTIVE		Not Achieved	Partially Achieved	Achieved	Exceeded	Far Exceeded	2020 Reporting Year Outcomes	2021 Reporting Year Goals	2021 Reporting Year Outcomes
PRESIDENTIAL INCENTIVE GOALS									
1	Number of doctoral degrees awarded			Academic Year			2018-19	2019-20	2019-20
	The number of doctoral degrees awarded decreased by 3	✓					433	455	430
2	Number of licenses/options executed annually			Academic Year			2017-18	2018-19	2018-19
	The number of licenses/options executed increased from 6 to 7			✓			6	6	7
3	Science and engineering research expenditures			Fiscal Year			2018-19	2019-20	2019-20
	Total science and engineering research expenditures increased by \$18M to \$210M			✓			\$192M	\$207M	\$210M
4	Strategic Plan Annual Gifts			Fiscal Year			2018-19	2019-20	2019-20
	Annual fundraising toward capital campaign increased by \$8.5M to \$75.9M			✓			\$67.4M	\$71M	\$75.9M
5	Significant events or milestones of major impact to the University (i.e. other major FIU development, community and engagement initiatives, workplace culture enhancement, national academic engagement)								
	See attached Key Achievements from 2021 Accountability Plan								
6	Rank among the top five (5) SUS institutions in performance-based funding model			Academic Year			2018-19	2019-20	2019-20
	FIU increased its ranking from fourth to first in the SUS.			✓			4	1-5	1

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STRATEGY (cont.)

Key Achievements for Last Year (Student, Faculty, Program, Institutional)

- From 2019 to 2020 research awards grew from \$157M to \$197M (a 25% increase).
- Six startup companies were created based on FIU technologies, the largest number in the history of FIU. Thirteen license options were executed and licensing income totaled \$236K. Over \$1M in research funding was received in connection to a license option.
- FIU was awarded 61 patents in the fields of renewable energy, medicine, computer science, engineering, and more. This maintains FIU's rank among the top 25 public universities in the world for the number of U.S. utility patents produced according to the 'Top 100 Worldwide Universities Granted U.S. Utility Patents in 2019' report.
- The Air Force Office of Scientific Research awarded FIU an extension additional \$4.82M to expand its groundbreaking research on origami antennas through the Transforming Antennas Center.
- The USAID Office of U.S. Foreign Disaster Assistance, awarded a \$4.2M, three-year cooperative agreement to the FIU Extreme Events Institute Disaster Risk and Resilience in the Americas program.
- Robert Stempel College of Public Health & Social Work Professor Kim Tieu and his team received a \$6.6M NIH grant to study how brain cells die in Parkinson's disease and to develop effective drug therapies for Parkinson's.
- FIU was recognized as the University of Distinction in Environmental Resilience by the Board of Governors. FIU joined the Global Council for Science and the Environment to address environmental sustainability in the world through linking actionable science to national and international policy. FIU was ranked by the Times Higher Education World University Rankings as #1 in Florida, #3 in the US, and #9 in the world impact on life below water. FIU was ranked #1 in the US training students to make a difference in the climate crisis by College Magazine.
- FIU hosted The Role Of Water, a focused national dialogue in Washington, D.C. that explored opportunities for federal, state, local, corporate and university collaboration on solutions and technologies relating to water quality, water resilience and long-term restoration efforts. The discussion was the launch of a national initiative led by FIU to increase recognition of the importance of water quality research and multi-sector collaboration.
- FIU's Jack D. Gordon Institute for Public Policy and Applied Research Center was awarded year two of the Intelligence Community Centers for Academic Excellence Critical Technologies and Intelligence Program. The overall grant is \$2 million over three years and brought in local educational partners.
- FIU, in partnership with Florida Power & Light, established the Artificial Intelligence-based Renewable Microgrid at our Engineering Center. The one of its kind "living lab" allows for research, design, study, simulation of future renewable power plant, microgrid, resiliency and many aspects of the smart grid.
- The global health pandemic crisis has resulted in over 110,000 restaurants closed permanently, and the Chaplin School is the only hospitality program in the country that stepped up and created the SOBEWFF® and Chaplin School Hospitality Industry Relief Fund, which has distributed over \$1.6M in grants to independently owned and operated restaurants and bars in Miami-Dade, Broward, and Palm Beach counties.
- CARTA Miami Beach Urban Studios 3D printed and assembled more than 6,363 face shields for front line workers and minority-owned businesses, healthcare workers and those serving the disabled.
- FIU medical student Jennifer Knight was awarded a National Health Service Corps Scholarship by the United States Department of Health and Human Services. The award is an incentive for students to practice primary health care in underserved urban, rural and frontier communities hardest hit by the doctor shortage.
- FIU was once again named one of the best colleges in the nation to work for by the Great Colleges to Work For program. The university also achieved honor roll designation with recognition in all 12 categories.
- FIU created the Equity Action Initiative to identify and implement initiatives that can begin the lifelong work to impactfully address the issues of inclusion, and equity. A core advisory group was tasked to review and recommend initiatives to enhance equality, dignity, inclusion and belonging in an effort to seek permanent reforms that will make our community and our world a better place.
- As the No. 2 public institution in the nation for Quality Matters certified courses, FIU achieved top placement for many of its online degree programs in the *U.S. News & World Report's* rankings. The rankings highlight FIU's commitment to quality and underscore the university's dedication to excellence in online learning.

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

June 16, 2021

Subject: University President's Incentive Goals, 2021-22

Proposed Committee Action:

Adopt the University President's Incentive Goals for the 2021-22 academic year.

Background information:

The University President's Incentive Goals are directed towards achieving FIU *Next Horizon 2025* Strategic Plan goals and initiatives. Each FIU *Next Horizon 2025* performance indicator aligns with one or more of the accountability metrics, namely Board of Governors performance and preeminence metrics and national rankings metrics.

Section 4.3 of the President's employment agreement states, in relevant part, that:

Annual goals and objectives related to incentive compensation shall be developed by Board in consultation with Dr. Rosenberg, and they shall be stated separately from the regular annual performance evaluation goals and objectives, whether or not any such goals and objectives overlap.

Florida Board of Governors Regulation 1.001(5)(a) states, in relevant part, that each board of trustees shall provide for the establishment of the personnel program for all the employees of the university, including the president, which may include but is not limited to: compensation and other conditions of employment.

Supporting Documentation: President's Incentive Goals, 2021-22 Academic Year

Facilitator/Presenter: Mark B. Rosenberg

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**President's Incentive Goals
Academic Year 2021-22**

V10

OBJECTIVE			2021 Reporting Year Outcomes	Proposed 2021-2022 Goals
1	FTIC 4-year graduation rate		2016-20 49.3% ¹	2017-21 55 ²
2	Significant progress towards top 50 presence in national rankings		2020-21 --	2021-22 --
3	Philanthropy - annual dollars raised (millions)		2020-21 \$108M ³	2021-22 \$84M
4	Total research expenditures		2019-20 \$237M ⁴	2020-21 \$248M ²
5	Significant events or milestones of major impact to the University (i.e. other major FIU development, community and engagement initiatives, workplace culture enhancement, national academic engagement)		--	--
6	Significant events or milestones towards fostering a culture of belonging and towards eliminating disparities within the FIU community among underrepresented groups		--	--

Footnotes:

¹ Preliminary figures from the Office of Analysis & Information Management

² Goals taken from the 2021 Accountability Plan to be submitted to the Board of Governors

³ Preliminary figures as of 05/28/21 from the Division of University Advancement

⁴ Preliminary figures from the Office of Research & Economic Development

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THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES
Governance Committee

June 16, 2021

**Subject: Amendments to Employment Agreement for President Mark B. Rosenberg,
for 2022-2023 Term**

Proposed Committee Action:

Recommend to the Florida International University Board of Trustees (the “BOT”) (i) approval of amendments to the employment agreement for President Mark B. Rosenberg for the 2022-2023 Term, as described in the attached Term Sheet, and (ii) authorize the Chair of the BOT to execute, on behalf of the BOT, a contract document with language carrying forward the current contract provisions as amended per the Term Sheet.

Background Information:

Florida Board of Governors’ (the “BOG”) Regulation 1.001(5)(a), University Board of Trustees Powers and Duties, provides that: “Each board of trustees shall provide for the establishment of the personnel program for all the employees of the university, including the president, which may include but is not limited to: compensation and other conditions of employment....”

BOG Regulation 1.001(5)(c) provides, in relevant part, that “Renewals of presidential employment contracts shall be subject to confirmation by the Board of Governors and shall be limited to one-year terms.”

Florida Statute 1001.706(6)(a) provides that the BOG shall confirm the presidential selection and reappointment by a university board of trustees as a means of acknowledging that system cooperation is expected.

Section 3.3 of the current Employment Agreement, as amended, between the BOT and President Rosenberg provides for any contract extension to be formalized in an agreement no later than October 1, 2021.

Upon the BOT’s approval, BOG approval of the re-appointment of President Rosenberg will be sought; currently, it is contemplated to be on the BOG’s June 2021 agenda.

Supporting Documentation: Term Sheet

Facilitator/Presenter: Dean C. Colson

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Florida International University
One Year Extension to Employment Agreement
For President Mark B. Rosenberg
Current Term: 2021-2022
Proposed Extension Term: 2022-2023

Description:		Proposed Terms
Term of Contract		<u>Change</u> . One year extension of the term, from August 3, 2022 to August 3, 2023 ("Term").
Compensation:		
Annual Base Salary		<u>Unchanged</u> . Base salary is fixed at \$502,578.63 since October 2013 and includes opportunity for potential increases determined in discretion of Board (no automatic increases).
Annual Incentive Bonus		<u>Unchanged</u> . Potential performance bonus amount up to \$150,000 per contract year. Special criteria for bonus consideration (separate from regular annual performance evaluation goals). President Rosenberg must remain in position at time of award except for any award for the final year of the Term which shall be paid no later than June 15, 2023 (following consideration by the BOT of the Accountability Plan under the Board of Governors timeline and process).
Benefits/Expenses:		
Annual Retirement Supplement		<u>Unchanged</u> . Payment of \$80,000 annually as a retirement supplement, no later than each December 31st, provided that President Rosenberg continues in employment as President in good standing as of December 15th immediately prior to the time scheduled for each annual payment.
All Other Miscellaneous Monetary Benefits		<u>Unchanged</u> . Includes car allowance, premiums for long-term care insurance or other insurance, physical exams, relocation expenses.
Retention Bonus		<u>Unchanged</u> . Retention bonus of \$50,000 will be earned as of August 3, 2021. This retention bonus payment is conditioned on President Rosenberg being employed as President in good standing on the date earned.

Provisions Upon Expiration of Term as President:	
One-Year Research Leave Upon Expiration of Term at President Pay Level; Earned as of August 3, 2019, subject to conditions.	<u>Unchanged.</u> The current contract provides for a one-year research leave at the then-current annual President salary level at the expiration of the original term (i.e., August 3, 2019). The one year research leave is considered earned as of August 3, 2019, even if the contract terminates prior to the expiration of the Term (i.e., August 3, 2023), as long as President Rosenberg has remained in good standing through to the effective date of termination.
Benefits Following Research Leave	<u>Unchanged.</u> Faculty position considered earned as of August 3, 2019, even if the contract terminates prior to the expiration of the Term (August 3, 2023), as long as President Rosenberg has remained in good standing through to the effective date of termination. For the 3 years following research leave, if faculty duties under 12-month faculty appointment maintained, (i) annual base salary shall be at 75% of the last annual President base salary level, (ii) eligible for \$30,000 annual research stipend, (iii) provided support of a .75 FTE staff assistant within the salary range of other FIU staff assistants, (iv) receives "University Professor" title, and (v) teaching load reduced. After this 3 year period, if President Rosenberg wishes to continue his faculty appointment, the Board Chair in consultation with the applicable Dean shall determine his salary and stipend following negotiation with President Rosenberg in an effort to seek mutual agreement.
Post-presidency Office Space with Computer, Phone and Current Furniture Specified	<u>Unchanged.</u> President Rosenberg will be assigned Office 623B in the Green Library for use during his research leave and duration of his tenure at FIU, so long as he remains in good standing with the University, as determined by the Board Chair, and subject to events of force majeure, renovations to the office or building and other similar causes that require the office space to be temporarily or permanently unavailable. If the office space becomes temporarily or permanently unavailable, reasonably similar alternative office space will be provided in the same or nearby building on the same campus.
President Emeritus Title	<u>Unchanged.</u> Upon termination of his service as President, President Rosenberg shall be entitled to receive the title of President Emeritus. The Board will consider a resolution to grant President Emeritus status upon termination of the Term or reasonably soon thereafter.
Other:	
Severance Pay	<u>Unchanged.</u> Unchanged from current contracts with FIU and FIU Foundation.
Future Extensions	<u>Change.</u> Date by which President Rosenberg and Chair meet to discuss interest in extension changed to June 30, 2022 from June 30, 2021; if extended, date for finalization of formal agreement will be October 1, 2022 in lieu of October 1, 2021. This is consistent with current contract.

Approval Process and Execution of Amended Contract	<u>Unchanged.</u> Agreement on all terms is conditioned upon obtaining FIU Board approval of terms, FIU Foundation approval of its funding obligation, and approval of the extension by the Board of Governors, and upon mutual execution of a contract document consistent with this Term Sheet.
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THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES
Governance Committee
June 16, 2021

**Subject: Ratification of the 2021-2024 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 2021-2024 Collective Bargaining Agreement between the BOT and The Dade County Police Benevolent Association Law Enforcement Bargaining Unit (*PBA Officers and Sergeants*).

Background Information:

Representatives of the BOT and the PBA Officers and Sergeants Unit have engaged in collective bargaining and reached a tentative agreement on the terms of the articles and policies of the 2021-2024 BOT-PBA Officers and Sergeants Collective Bargaining Agreement for a term commencing on the date of ratification and running through June 30, 2024. The PBA Officers and Sergeants Unit ratified the contract on June 14, 2021. Amendments have been made to the following sections:

- Article 6: Health and Safety
- Article 10: Wages

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 Officers and Sergeants

Draft 2021-2024 BOT-PBA Officers and Sergeants
Collective Bargaining Agreement, *redlined*

Facilitator/Presenter:

El pagnier K. Hudson

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BOT-PBA Officers and Sergeants Term Sheet

Term:	2021-2024
Articles:	The following articles of the collective bargaining agreement were revised as outlined below: Article 6 – Health & Safety, Article 10 – Wages
Article 6: Health & Safety	<ul style="list-style-type: none">• Added language permitting the use of assigned patrol vehicles pursuant to the terms of FIUPD SOP 14.06.
Article 10: Wages	<ul style="list-style-type: none">• Included in the Officers/Sergeants Collective Bargaining Agreement is the currently existing Performance Based Career Ladder/Retention Bonus with some enhancements. Officers who meet established eligibility requirements will receive wage adjustments at an earlier point in their careers and two additional opportunities for a wage adjustment has been added over the full course of their careers. An Officer that satisfies the qualification requirements may now obtain a wage adjustment at years 6 and 7, in addition to the current 10, 15 and 20 years of service. Starting salaries for 10, 15 and 20 years of service have been increased by 10%. For Sergeants the ladder has been increased by 10% for starting salaries at each of career levels.• There is no recurring across the board increase in this contract.• Included in the Officers/Sergeants Collective Bargaining Agreement is the currently existing Sworn Law Enforcement Certification Award at the current rate of 5% paid bi-weekly as long as the certification is maintained• A ratification bonus of \$1,000, non-recurring, to be paid to all bargaining unit members who have completed probation.

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COLLECTIVE BARGAINING
AGREEMENT

between

THE FLORIDA INTERNATIONAL
UNIVERSITY BOARD OF TRUSTEES

and the

DADE COUNTY POLICE BENEVOLENT
ASSOCIATION LAW ENFORCEMENT
BARGAINING UNIT

~~2018-2021~~2021-2024

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

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

The grievance may be withdrawn by the PBA at any point prior to issuance of the Arbitrator's decision by providing written notification to the Arbitrator and the ~~Vice President~~Senior Vice President of Human Resources or designee.

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

unless additional time is agreed to by the parties in writing. The decision shall be in writing and shall set forth findings of fact, reasoning, and conclusions on the issues submitted. Except as expressly specified in this Article, the provisions of the Florida Arbitration Code, Chapter 682, Florida Statutes, shall not apply. Except as modified by the provisions of this Article, the arbitration proceeding shall be conducted in accordance with the Labor Arbitration Rules and Procedures of the American Arbitration Association.

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

4.6 The following general rules are applicable to this Article:

- A. The grievant or the PBA may abandon or settle a grievance.
- B. The University will notify the PBA of any individual filing a grievance pursuant to this Article.
- C. The PBA will have the opportunity to be present at any meetings held between the University and a grievant (if the grievance is not filed through the PBA) to resolve a grievance filed pursuant to this Article.
- D. Only the PBA may request that a grievance proceed to arbitration.

E. The grievant or the PBA shall have only one opportunity to amend or supplement the grievance. No grievance can be amended or supplemented after Step 1.

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

G. No grievance informally resolved or by using the process described in this Article shall constitute a precedent for any purpose unless agreed to in writing by the University Vice President or designee, the grievant, and PBA.

H. Filings and Notification. All documents required or permitted to be issued or filed pursuant to this Article may be transmitted by fax, United States mail by certified mail with return receipt requested, or any other recognized delivery service that provides documentation of delivery to the recipient, including email.

I. Reprisal. No reprisal of any kind will be made by the University or the PBA against any grievant, any witness, or any other participant in the Grievance and Arbitration Procedure by reason of such participation.

ARTICLE 5 LAYOFFS AND RECALL

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

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

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

ARTICLE 6 HEALTH AND SAFETY

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

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

6.3 Employee Health and Safety.

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

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

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

6.4 Vehicles and Equipment.

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

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

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

~~C.D.~~ Bargaining unit employees will be permitted the use of assigned patrol vehicles pursuant to the terms of FIUPD SOP 14.06 on Assigned Patrol Vehicle Program (July 8, 2020).

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

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

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

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

ARTICLE 10 WAGES

10.1 Performance Based Career Ladder

A. Police Officer

Effective the first full pay period following full ratification, the current Police Officer Performance Based Career Ladder will be amended to provide that police officers will reach the Police Officer 6 classification on their six-year anniversary; the Police Officer 7 classification on their seven-year anniversary; and the Police Officer 8 classification on their ten-year anniversary.

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

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

Anniversary Year¹	Classification²	Base Salary³
N/A	Police Officer Trainee ⁴	\$48,500.00
N/A	Probationary Police Officer 1	\$50,000.00
N/A	Probationary Police Officer 2	\$52,500.00
1	Police Officer 1	\$53,500.00
2	Police Officer 2	\$55,125.00
3	Police Officer 3	\$57,881.25
4	Police Officer 4	\$60,775.31
5	Police Officer 5	\$63,814.09
6	Police Officer 6	\$67,004.78
7	Police Officer 7	\$70,355.02
10	Police Officer 8	\$73,872.77
15	Police Officer 9	\$77,566.41
20+	Police Officer 10	\$81,444.73

Effective the first full pay period following full ratification, all police officers will have their base salaries adjusted to reflect their classification in the updated Police Officer Performance Based Career Ladder set forth above. Police officers currently in the Police Officer 5 classification with six years of service will be placed at the Police Officer 6 classification. Police officers currently in the Police Officer 5 classification with 7, 8 or 9 years of service will be placed at the Police Officer 7 classification. Police officers currently in the Police Officer 6 classification will be placed at the Police Officer 8 classification. Police officers currently in the Police Officer 7 classification will be placed at the Police Officer 9 classification. Police officers currently in the Police Officer 8 classification will be placed at the Police Officer 10 classification. All police officers will continue to be eligible for classification promotions as provided in footnote #2 thereafter.

B. Police Sergeant

Effective the first full pay period following full ratification, all base salaries provided for in the current Police Sergeant Performance Based Career Ladder will increase by 10%. The updated Police Sergeant Performance Based Career Ladder will provide as follows:

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

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

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

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

¹⁵ Starting compensation for sergeants and lieutenants is one of two salaries. If, at the time of promotion, they are earning above the starting salary for that rank they will get a 5% raise upon promotion. Each Classification Anniversary year thereafter they are eligible for the next classification; however, will not get a pay raise until the current salary is ≤ or = to the salary for the corresponding grade. (example: if a Police Officer 8 is promoted to Police Sergeant 1; he/she would not get the new classification and would receive a 5% increase to their base salary. That employee would continue to be eligible for classification promotions but not salary increases until they reach Police Sergeant 3.

<u>Date of Rank Anniv.</u>	<u>Classification</u>	<u>Compensation⁵</u>	<u>Base Salary</u>
<u>1</u>	<u>Police Sergeant 1</u>	<u>See Footnote</u>	<u>\$73,867.50</u>
<u>2</u>	<u>Police Sergeant 2</u>	<u>+5%</u>	<u>\$77,560.88</u>
<u>3</u>	<u>Police Sergeant 3</u>	<u>+5%</u>	<u>\$81,438.92</u>
<u>4</u>	<u>Police Sergeant 4</u>	<u>+5%</u>	<u>\$85,510.87</u>
<u>5</u>	<u>Police Sergeant 5</u>	<u>+5%</u>	<u>\$89,786.41</u>

Effective the first full pay period following full ratification, all police sergeants will have their base salaries adjusted to reflect their classification in the Police Sergeant Performance Based Career Ladder set forth above and will continue to be eligible for classification promotions as provided in footnote #2 thereafter.

10.2 Retention Bonus Schedule

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

<u>Anniversary Year</u>	<u>Bonus</u>
<u>5</u>	<u>1%</u>
<u>6</u>	<u>“</u>
<u>7</u>	<u>“</u>
<u>8</u>	<u>“</u>
<u>9</u>	<u>“</u>
<u>10</u>	<u>1.5%</u>
<u>11</u>	<u>“</u>
<u>12</u>	<u>“</u>
<u>13</u>	<u>“</u>
<u>14</u>	<u>“</u>

15	2%
16	“
17	“
18	“
19	“
20	2.5%
21+	“

10.3 Shift Differential Pay

- A. Purpose: To set criteria for payment of premium shift differential for employees who work shifts other than the regular day shift to meet the needs of the University.
- B. Policy: Employees are eligible to be paid a shift differential salary additive for the entire shift when assigned to work an evening or a night shift as follows:
 - Evening: A differential of five percent (5%) is paid for shifts where the majority of the hours fall after 6:00 P.M.
 - Night: A differential of eight percent (8%) is paid for shifts where the majority of the hours fall after midnight.
- C. The shift differential additive is included in the calculation of an employee's regular rate of pay for purposes of computing overtime pay.
- D. The Chief of FIUPD or designee retains the discretion to move employees from shift to shift based on operational necessity and shall not be used for the purposes of discipline. The parties agree that the exercise of such discretion is not subject to the Grievance and Arbitration procedure or the Neutral Internal Resolution of Disputes Policy.

10.4 Pay Supplements

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

10.5 Off-Duty Pay

- A. Purpose: To establish guidelines to compensate law enforcement personnel for off-duty pay.
- B. Definition: An off-duty assignment is any assignment that is being funded by an outside funding source

and not from a FIU funding source or budget regardless of department. FIU and, then in turn, the FIUPD are being reimbursed by an outside funding source at a premium rate of pay.

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

10.6 Overtime Pay and Compensatory Time

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

of both departments involved in the transfer.

10.7 Sworn Law Enforcement Certification Award

~~Effective the first full pay period following 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 overtime 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 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 overtime and shift differential.~~

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

10.8 Additional Wages Increases

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

10.9 Ratification Bonus

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

ARTICLE 11 INSURANCE BENEFITS

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

ARTICLE 12 GROOMING STANDARDS

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

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

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

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

ARTICLE 13 REPLACEMENT OF PERSONAL PROPERTY

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

13.2 Specific Reimbursement Allowances and Approvals.

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

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

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

ARTICLE 14 BEREAVEMENT LEAVE

STATEMENT

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

REASON

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

DEFINITIONS

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

ARTICLE 15 BONUS POLICY

STATEMENT

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

REASON

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

DEFINITIONS

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

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

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

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

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

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

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

PROCEDURES

I. Educational Incentive Award

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

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

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

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

II. Operational Excellence Award

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

III. Project-based Pay

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

The following criteria will apply to project based pay requirements:

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

IV. Sign-on Bonus

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

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

conjunction with the Divisional Vice President.

V. Spot Award

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

Spot awards may be:

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

VI. Variable Compensation Plan

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

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

ARTICLE 16 COMPULSORY LEAVE

STATEMENT

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

REASON: To establish a policy on granting compulsory leave to employees.

DEFINITIONS

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

ARTICLE 17 SICK LEAVE

STATEMENT

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

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

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

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

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

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

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

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

Employees using no more than three (3) sick days during the fiscal year will receive a bonus of four hundred and fifty dollars (\$450.00). The fiscal year runs from July 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 Sexual Misconduct (Title IX)

FIU-104 Nondiscrimination, Harassment and Retaliation (Title

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

FIU-111 Camping

FIU-112 Use of University Facilities

FIU-113 Smoke & Tobacco-Free Campus

FIU-115 Skateboarding, Skates, Scooter, Ripstiks, Hoverboards and Other Similar Devices and High Risk

Activities on University Property

FIU-2505 Alcoholic Beverages

Access Control For University Buildings and Facilities 520.020 -

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

<http://policies.fiu.edu/files/545.pdf>

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

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

Employee Wellness Program 1705.016 - <https://policies.fiu.edu/files/817.pdf>

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

<http://policies.fiu.edu/files/35.pdf>

Environmental Management Policy - <https://policies.fiu.edu/files/349.pdf>"

<https://policies.fiu.edu/files/349.pdf>

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

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

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

<http://policies.fiu.edu/files/366.pdf>

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

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

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

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

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

Gift Policy 140.131 - <https://policies.fiu.edu/files/856.pdf>

<http://policies.fiu.edu/files/712.pdf>

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

<https://policies.fiu.edu/files/129.pdf>" <https://policies.fiu.edu/files/129.pdf>

Preventing Identity Theft on Covered Accounts Offered or Maintained by Florida International University -

<http://policies.fiu.edu/files/594.pdf>

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

<http://policies.fiu.edu/files/599.pdf>

HIPAA: Sanctions for Unauthorized Uses or Disclosures of Protected Health Information
- <http://policies.fiu.edu/files/601.pdf>
HIPAA: Business Associates - <http://policies.fiu.edu/files/602.pdf>
HIPAA PRIVACY: Use of Protected Health Information for Purposes of Treatment, Payment and health
Care Operations - <http://policies.fiu.edu/files/603.pdf>
HIPAA PRIVACY AND SECURITY: Required Education of Covered
Workforce – <http://policies.fiu.edu/files/604.pdf>
HIPAA PRIVACY: Obtaining Individual Authorization for Use and Disclosure of Protected Health
Information
- <http://policies.fiu.edu/files/606.pdf>
HIPAA PRIVACY: Use and Disclosure of Protected Health Information for Marketing
Purpose - <http://policies.fiu.edu/files/608.pdf>
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/96.pdf>

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Service Awareness and Programs for Students and Employees 185.005 –

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

Service and Emotional Support Animals on Campus 2509.002

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCIPLINARY ACTIONS

Purpose:

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

Definitions:

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

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

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

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

Demotion - occurs when an employee is involuntarily subjected to a reduction-in-pay and higher

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

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

Policy:

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

Process for Oral Counseling:

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

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

Process for Written Reprimand:

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

Process for Severe Disciplinary Actions:

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

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

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

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

COMPRESSED WORK SCHEDULE

Purpose:

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

Policy:

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

Compressed work schedules may be granted in situations where operational necessity job and

business related needs can continue to be met even under a compressed schedule.

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

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

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

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

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

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

All requests must be in writing.

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

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

HOLIDAYS

Purpose: To establish holidays observed by the University.

Policy:

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

The approved Holidays are:

New Year's Day

Martin Luther King, Jr.

Day Memorial Day

Independence Day

Labor Day

Veteran's Day

Thanksgiving

Day

Friday after
Thanksgiving Christmas
Day
Two Winter Break Days

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

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

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

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

OPERATING HOURS

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

Policy:

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

NEUTRAL INTERNAL RESOLUTION OF DISPUTES

Purpose:

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

Policy:

1. Policy/Informal Resolution.

The parties agree that all problems should be resolved, whenever possible, before the filing of a complaint and encourage open communications between administrators and employees so that resort to the formal neutral, internal policy dispute resolution (the Policy Dispute Resolution Process) will not normally be necessary. The parties further encourage the informal resolution of complaints whenever possible. At each step in the Policy Dispute Resolution Process, participants

are encouraged to pursue appropriate modes of conflict resolution. The purpose of this Policy is to promote a prompt and efficient procedure for the investigation and resolution of complaints relating to the Policies. The procedures set forth shall be the sole and exclusive method for resolving the complaints of employees as defined herein.

2. Resort to Other Procedures and Election of Remedy.

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

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

3. Definitions and Forms as used in this Policy:

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

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

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

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

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

4. Burden of Proof

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

5. Representation.

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

6. Complaint Representatives.

The PBA shall annually (i.e., on or before July 1st) furnish to the University a list of all persons authorized to act as complaint representatives and shall update the list as needed. The PBA will provide the University with written notice of an amended list. The PBA complaint representatives shall have the responsibility to meet all duties and responsibilities incidental to the assigned workload. Some of these activities are scheduled to be performed at particular times. Such representative shall have the right, during times outside of those hours scheduled for these activities, to investigate, consult, and prepare complaint presentations and attend complaint hearings and meetings. However, such investigations and consultations will not interfere with the normal operations of the University. Should any complaint hearings or meetings necessitate the rescheduling of assigned duties, the representative may, with the approval of the Chief of the FIUPD or his/her designee, arrange for the fulfillment of such duties. Such approval shall not be unreasonably withheld.

7. Appearances.

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

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

8. Time Limits; Date of Receipt.

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

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

PROCEDURES:

1. Informal Resolution Process

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

2. Step 1.

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

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

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

(2) Decision. The [Senior](#) Vice President for Human Resources or designee shall notify the complainant of a decision in writing no later than seven (7) days following the meeting. A copy of the decision shall be sent to the complainant, the complainant's representative, and the PBA. Failure of the [Senior](#) Vice President for Human Resources or designee to timely respond shall be considered a denial of the complaint and shall entitle the complainant to appeal to Step 2 except as provided otherwise in this section. If the University fails to provide a Step 1 decision within the time limits provided in this Policy due to a University-caused delay, the University shall pay all costs of the Step 2 process should the PBA elect to take the complaint to that step.

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

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

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

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

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

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

(c) 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 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~~ Senior Vice President of Human Resources or designee, the complainant, complainant's representative if different from the PBA, and/or PBA.

(c) Reprisal.

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

5. Expedited Dispute Resolution Procedure for An Alleged Violation of the Conflict of

Interest/Outside Activity Policy.

(a) The period for informal resolution of a dispute alleging a violation of the provisions of the Policy on Conflict of Interest and Outside Activity shall be five (5) days from the date the complaint is filed. If not resolved by the Chief or his/her designee by that date or the complainant chose not to use the informal resolution process, the dispute shall be heard at Step 1 by the ~~Vice President~~ Senior Vice President of Human Resources or designee no more than seven (7) days after a request for a Step 1 review has been filed. The ~~Vice President~~ Senior Vice President of Human Resources or designee shall issue a Step 1 decision no more than three (3) days after the Step 1 meeting. A request for resolution by the Step 2 Panel shall be filed with the ~~Vice President~~ Senior Vice President of Human Resources or designee within seven (7) days after receipt of the Step 1 decision. The Step 2 Panel shall be selected using the same process as for Step 2 but no more than seven (7) days after a request for a resolution by a Neutral Panelist is received. The Step 2 Panel will hold a hearing within seven (7) days after being selected. The Step 2 Panel shall issue a memorandum of decision within seven (7) days following the conclusion of the Step 2 hearing to be followed by a written opinion and award in accordance with the provisions of this Policy.

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

PERMANENT STATUS FOR CERTIFIED LAW ENFORCEMENT PERSONNEL

Purpose:

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

Policy:

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

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

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

RESTRICTED LEAVE

STATEMENT

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

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

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

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

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

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

Sick Time Usage

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

REASON

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

SENIORITY

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

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

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

**ARTICLE 26 DURATION
OF AGREEMENT**

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

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

**FOR THE DADE COUNTY POLICE
BENEVOLENT**

Dean C. Colson, Chair

Steadman Stahl, PBA President

Mark B. Rosenberg, President

Brendan M. Coyle Chief Negotiator

Michael Mattimore, Chief Negotiator

Douglas Sykes, FIUPD Officer

Liz Marston, Deputy General Counsel

Robert Leal, FIUPD Officer

Alexander D. Casas, Chief of Police

Benjamin Guerrero, Police Major

Joann Cuesta-Gomez, FIU/HR Representative

Pat Hartwell, 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
June 16, 2021

Subject: Ratification of the 2021-2024 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 2021-2024 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 2021-2024 BOT-PBA Lieutenants Unit Collective Bargaining Agreement for a term commencing on the date of ratification and running through June 30, 2024. The PBA Lieutenants Unit ratified the contract on June 14, 2021. Amendments have been made to the following sections:

- Article 6: Health and Safety
- Article 10: Wages

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 2021-2024 BOT-PBA Lieutenants Collective Bargaining Agreement, *redlined*

Facilitator/Presenter:

El pagnier K. Hudson

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BOT-PBA Lieutenants Term Sheet

Term:	2021-2024
Articles:	The following articles of the collective bargaining agreement were revised as outlined below: Article 6 – Health & Safety, Article 10 – Wages
Article 6: Health & Safety	<ul style="list-style-type: none">• Added language permitting the use of assigned patrol vehicles pursuant to the terms of FIUPD SOP 14.06.
Article 10: Wages	<ul style="list-style-type: none">• Included in the Lieutenants Collective Bargaining Agreement is the currently existing Performance Based Career Ladder/Retention Bonus with some enhancements to the base salary ladder. Lieutenants have the opportunity to receive a wage adjustment on five separate occasions throughout their careers if they meet the eligibility requirements (Lieutenants 1-5). The ladder has been increased by 10% for the starting salaries at each career level.• There is no recurring across the board increase in this contract.• Included in the Lieutenants Collective Bargaining Agreement is the currently existing Sworn Law Enforcement Certification Award at the current rate of 5% paid bi-weekly as long as the certification is maintained.• A ratification bonus of \$1,000, non-recurring, to be paid to all bargaining unit members who have completed probation.

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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**

~~2018-2021~~2021-2024

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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~~^{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~~^{LTS}. to post materials of interest to bargaining unit members. The Bulletin boards shall be placed in an accessible location to bargaining unit employees within the respective police stations and shall be no smaller than two feet by three feet. All materials placed on the designated bulletin boards shall bear the date of posting. Material posted on the bulletin board or sent via email shall be limited to

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

ARTICLE 4

GRIEVANCE AND ARBITRATION PROCEDURE

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

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

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

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

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

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

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

B. STEP I:

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

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

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

- (b) Decision. The ~~Vice President~~Senior Vice President for Human Resources or designee shall notify the grievant of a decision in writing no later than seven (7) days following the meeting. A copy of the decision shall be sent to the grievant, the grievant's representative and the PBA LTS. Failure of the ~~Vice President~~Senior Vice President for Human Resources or designee to timely respond shall be considered a denial of the grievance and shall entitle the grievant to appeal to Step 2. If the University fails to provide a Step I decision within the time limits provided in this Article due to a University-caused delay, the University shall pay all costs of the Step 2 process should the PBA LTS elect to take the grievance to that step.

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

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

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

(2) Authority of the Arbitrator.

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

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

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

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

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

4.6 The following general rules are applicable to this Article:

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

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

ARTICLE 5 LAYOFFS AND RECALL

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

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

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

ARTICLE 6 HEALTH AND SAFETY

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

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

6.3 Employee Health and Safety.

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

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

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

6.4 Vehicles and Equipment.

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

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

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

~~C.D.~~ Bargaining unit employees will be permitted the use of assigned patrol vehicles pursuant to the terms of FIUPD SOP 14.06 on Assigned Patrol Vehicle Program (July 8, 2020).

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;
 - 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 (\$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 Performance Based Career Ladders

A. Police Lieutenant

Effective the first full pay period in July 2021, all base salaries provided for in the current Police Lieutenant Performance Based Career Ladder will increase by 10%. The updated Police Lieutenant Performance Based Career Ladder will provide as follows:

<u>Date of Rank Anniv.</u>	<u>Classification</u>	<u>Compensation1</u>	<u>Base Salary</u>
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1	Police Lieutenant 1	See Footnote	\$82,500.00
2	Police Lieutenant 2	+5%	\$86,625.25
3	Police Lieutenant 3	+5%	\$90,956.25
4	Police Lieutenant 4	+5%	\$95,504.07
5	Police Lieutenant 5	+5%	\$100,279.27

Effective the first full pay period following full ratification, all police lieutenants will have their base salaries adjusted to reflect their classification in the Police Lieutenant Performance Based Career Ladder set forth above and will continue to be eligible for classification promotions as provided in footnote #2 thereafter.

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

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

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

⁴ Starting compensation for sergeants and lieutenants is one of two salaries. If, at the time of promotion, they are earning above the starting salary for that rank they will get a 5% raise upon promotion. Each Classification Anniversary year thereafter they are eligible for the next classification; however, will not get a pay raise until the current salary is < or = to the salary for the corresponding grade.

10.2 Retention Bonus Schedule

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

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

<u>19</u>	<u>“</u>
<u>20</u>	<u>2.5%</u>
<u>21+</u>	<u>“</u>

~~10.1~~ **10.3 Shift Differential Pay**

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

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

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

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

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

~~10.2~~ **10.4 Pay Supplements**

~~A.D.~~ Bargaining unit employees who supervise specialized units, including but not limited to, the detective bureau and the K-9 unit, shall receive a five percent (5%) pay supplemental while performing duties in the specialty unit.

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

~~10.3~~ **10.5 Off-Duty Pay**

~~A.F.~~ Purpose: To establish guidelines to compensate law enforcement personnel for off-duty pay.

~~B.G.~~ Definition: An off-duty assignment is any assignment that is being funded by an outside funding source and not from a FIU funding source or budget regardless of department.

~~C.H.~~ Policy: Law enforcement personnel are entitled to off-duty pay when an employee is assigned

an off-duty event. The law enforcement personnel working the off-duty event does not have to work a forty (40) hour workweek to be compensated at the off-duty pay.

The hours worked as part of the off-duty assignment shall not be counted as hours worked for the purpose of calculating overtime for that week. An employee reporting to an off-duty event shall be guaranteed two (2) hours of off-duty pay if the event is cancelled or concluded prior to the end of the two hour period. An employee who fails to adhere to the Department's procedures for determining the status of the event prior to reporting for such duty will lose eligibility for the guaranteed two hours.

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

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

~~10.4~~ 10.6 Special-Duty Pay for FIU Events Not Eligible for Off-Duty Pay

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

~~10.5~~ 10.7 Sworn Law Enforcement Certification Award

~~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 overtime 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 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 overtime and shift differential.~~

Effective the first full pay period following joint ratification, the ~~ten dollar (\$10)~~ Sworn Law Enforcement Certification Award supplement being received by bargaining unit employees every pay period they maintain their sworn law enforcement certification shall ~~be changed~~continue to ~~a half of~~be paid in the amount of five (5)%. ~~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 – 10.4 and Criminal Justice Incentive Pay (CJIP) if earned by the member for that pay period. Any bonuses (including as outlined in Article 15-Bonus Policy and Article 17-Sick Leave Policy) and Uniform 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.

10.8 ~~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.~~

10.6 Additional Wages Increases.

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

10.97 Ratification Bonus

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

ARTICLE 11 INSURANCE BENEFITS

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

ARTICLE 12 GROOMING STANDARDS

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

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

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

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

ARTICLE 13 REPLACEMENT OF PERSONAL PROPERTY

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

13.2 Specific Reimbursement Allowances and Approvals.

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

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

wear; and

(4) Total allowable per incident - \$700.

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

ARTICLE 14 BEREAVEMENT LEAVE

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

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

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

ARTICLE 15 BONUS POLICY

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

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

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

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

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

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

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

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

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

PROCEDURES:

I. Educational Incentive Award

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

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

Associate Degree \$ 500

Baccalaureate Degree \$ 1,000

Master's Degree \$1,500

Doctorate Degree/Juris Doctor \$2,000

Apprenticeship \$ 500

Journeyman \$ 750

Professional Registration or License \$1,000

Professional Certification \$ 500

II. Operational Excellence Award

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

III. Project-based Pay

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

The following criteria will apply to project based pay requirements:

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

IV. Sign-on Bonus

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

- The size of the bonus must be approved by the next level supervisor.
- The employee must agree to work for the university for at least one year. The minimum term of service will be determined based on significance of the position and size of the sign-on bonus offered.

- The employee must meet all pre-employment requirements and actually start working before receiving the sign-on bonus.
- A written agreement outlining the key objectives for the employee, the performance requirements, and pay back terms if agreement is not met must be executed.
- The agreement must be approved by the ~~Vice-President~~[Senior Vice President](#) of Human Resources or designee in conjunction with the Divisional Vice President.

V. Spot Award

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

Spot awards may be:

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

VI. Variable Compensation Plan

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

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

ARTICLE 16 COMPULSORY LEAVE

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

REASON: To establish a policy on granting compulsory leave to employees.

DEFINITIONS:

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

ARTICLE 17
SICK LEAVE

STATEMENT

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

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

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

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

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

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

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

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

Employees using no more than three (3) sick days during the fiscal year will receive a bonus of four hundred fifty dollars (\$450.00). The fiscal year runs from July 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
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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 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>

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>

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

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 reached in consultation with ELR.

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

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

COMPRESSED WORK SCHEDULE

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

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

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

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

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

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

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

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

- Four ten-hour days each week, with a work day off each week

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

All requests must be in writing.

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

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

HOLIDAYS

Purpose: To establish holidays observed by the University.

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

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

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

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

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

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

OPERATING HOURS

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

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

NEUTRAL INTERNAL RESOLUTION OF DISPUTES

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

Policy:

1. Policy/Informal Resolution.

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

2. Resort to Other Procedures and Election of Remedy.

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

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

3. Definitions and Forms as used in this Policy:

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

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

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

may agree to consolidate complaints of a similar nature to expedite the review process. In a consolidated complaint, one appropriate form may be attached, bearing the signatures of the complainants

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

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

4. Burden of Proof

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

5. Representation.

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

6. Complaint Representatives.

The PBA LTS shall annually (i.e., on or before July 1st) furnish to the University a list of all persons authorized to act as complaint representatives and shall update the list as needed. The PBA LTS will provide the University with written notice of an amended list. The PBA LTS complaint representatives shall have the responsibility to meet all duties and responsibilities incidental to the assigned workload. Some of these activities are scheduled to be performed at particular times. Such representative shall have the right, during times outside of those hours scheduled for these activities, to investigate, consult, and prepare complaint presentations and attend complaint hearings and meetings. However, such investigations and consultations will not interfere with the normal operations of the University. Should any complaint hearings or meetings necessitate the rescheduling of assigned duties, the representative may, with the approval of the Chief of the FIUPD or his/her designee, arrange for the fulfillment of such duties. Such approval shall not be unreasonably withheld.

7. Appearances.

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

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

8. Time Limits; Date of Receipt.

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

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

PROCEDURES:

1. Informal Resolution Process

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

2. **Step 1.**

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

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

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

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

(2) Decision. The ~~Vice President~~Senior Vice President for Human Resources or designee shall notify the complainant of a decision in writing no later than seven (7) days following the meeting. A copy of the decision shall be sent to the complainant, the complainant's representative, and the PBA LTS Failure of the ~~Vice President~~Senior Vice President for Human Resources or designee to timely respond shall be considered a denial of the complaint and shall entitle the complainant to appeal to Step 2 except as provided otherwise in this section. If the University fails to provide a Step 1 decision within the time limits provided in this Policy due to a University-caused delay, the University shall pay all costs of the Step process should the PBA LTS elect to take the complaint to that step except as otherwise provided in this section. Only complaints involving severe discipline (as defined by the Disciplinary Actions Policy) are permitted to proceed to Step 2.

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

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

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

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

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

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

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

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

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

(e) Authority of the Panel.

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

(2) The Panel shall not add to, subtract from, modify, ignore, or alter the terms or provisions of any Policy, or the provisions of applicable law, rules, or regulations having the force and effect of law. The Neutral, Internal Resolution of Policy Disputes by a Panel shall be confined solely to the application and/or interpretation of Policies and the precise issue(s) submitted to it for Neutral, Internal Resolution of Disputes. In rendering its decision, the Panel shall refrain from issuing any statements of opinion or conclusions not essential to the determination of whether the act or event giving rise to the complaint violated applicable University regulation or policy.

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

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

(f) Conduct of The Hearing.

The Panel shall hold the hearing in Miami-Dade County unless otherwise agreed by the parties in writing. The hearing shall commence within sixty (60) days of all Panel members' acceptance of selection, or as soon thereafter as is practicable. The parties shall stipulate to the issue(s) prior to the hearing before the Panel. If the parties are unable to stipulate to the issue(s) prior to such hearing, the Panel shall determine the issue.

The Panel shall issue the decision within thirty (30) days of the close of the hearing on the substantive issue(s) or the submission of briefs, whichever is later, unless additional time is agreed to by the parties in writing. The decision shall be in writing and shall set forth findings of fact, reasoning, and conclusions on the issues submitted. Except as expressly specified in this Policy, and except where prohibited by law, the provisions of the Florida Arbitration Code, Chapter 682, Florida Statutes, shall

not apply. Except as modified by the provisions of this Policy, Neutral, Internal Resolution of Policy Disputes by a Panel, proceedings shall be conducted in accordance with the Labor Arbitration Rules and Procedures of the AAA.

(g) Effect of Decision.

The decision or award of the Panel shall be final and binding upon the University, the PBA LTS, and the complainant provided that any party may appeal to an appropriate court of law a decision claiming that the Panel decision was rendered was by a Panel acting outside of or beyond the Panel's jurisdiction pursuant to Florida law concerning the right of appeal of a similar decision rendered in an arbitration.

(i) Fees and Expenses.

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

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

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

4. Provisions Applicability to the Policy.

(a) Filings and Notification.

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

(b) Precedent.

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

(c) Reprisal.

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

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

(a) The period for informal resolution of a dispute alleging a violation of the provisions of the Policy on Conflict of Interest and Outside Activity shall be five (5) days from the date the complaint is filed. If not resolved by the Chief or his/her designee by that date or the complainant chose not to use the informal resolution process, the dispute shall be heard at Step 1 by the ~~Vice President~~ Senior Vice President of Human Resources or designee no more than seven (7) days after a request for a Step 1 review has been filed. The ~~Vice President~~ Senior Vice President of Human Resources or designee shall issue a Step 1 decision no more than three (3) days after the Step 1 meeting. A request for resolution by the Step 2 Panel shall be filed with the ~~Vice President~~ Senior Vice President of Human Resources or designee within seven (7) days after receipt of the Step 1 decision. The Step 2 Panel shall be selected using the same process as for Step 2 but no more than seven (7) days after a request for a resolution by a Neutral Panelist is received. The Step 2 Panel will hold a hearing within seven (7) days after being selected. The Step 2 Panel shall issue a memorandum of decision within seven (7) days following the conclusion of the Step 2 hearing to be followed by a written opinion and award in accordance with the provisions of this Policy.

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

PERMANENT STATUS FOR CERTIFIED LAW ENFORCEMENT PERSONNEL

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

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

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

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

RESTRICTED LEAVE

STATEMENT

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

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

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

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

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

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

Sick Time Usage

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

REASON

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

SENIORITY

- A. Seniority shall be defined as continuous paid service within the job classification, provided, however, that any unauthorized absence for three (3) or more consecutive work days shall be considered a break in service. Seniority shall be computed from the date of appointment. In the event that an

employee who has been promoted into a higher grade is subsequently demoted and/or returns to a lower grade, the accrued seniority in the higher grade will be added to the previously earned seniority in the lower grade. Seniority shall accumulate during absence because of illness, injury, vacation, military leave or other authorized paid leave. Employees on authorized unpaid leave shall not lose previously accrued seniority, but shall not accumulate seniority during an unpaid leave.

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

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

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

ARTICLE 26

PERMANENT STATUS

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

ARTICLE 27
DURATION OF AGREEMENT

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

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

Dean Colson, Chairperson

Mark B. Rosenberg, University President

Michael Mattimore, Chief Negotiator

Liz Marston, Deputy General Counsel

Alexander D. Casas, Chief of Police

Benjamin Guerrero, Police Major

Joann Cuesta-Gomez, FIU/HR Representative

Pat Hartwell, FIU/HR Representative

**FOR THE DADE COUNTY POLICE
BENEVOLENT ASSOCIATION**

Steadman Stahl, PBA President

Brendan M. Coyle, Chief Negotiator

Paul Masoforroll, Law Enforcement Lieutenant
PBA 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**

June 16, 2021

Subject: Ratification of the 2020-2023 Collective Bargaining Agreement between The Florida International University Board of Trustees and Florida Public Employees Council 79, affiliate of the American Federation of State, County, and Municipal Employees, AFL-CIO (AFSCME)

Proposed Committee Action:

Recommend that the Florida International University Board of Trustees (the BOT) ratify the 2020-2023 Collective Bargaining Agreement between the BOT and the Florida Public Employees Council 79, affiliate of the American Federation of State, County, and Municipal Employees, AFL-CIO (AFSCME). The major changes from the 2020-2023 BOT-AFSCME CBA are to the following sections:

- Article 3: AFSCME Activities
- Article 4: Grievance and Arbitration
- Article 9: Wages
- Article 16: Contract Out (NEW ARTICLE)
- Appendix B: AFSCME-FIU Dues Electronic Form
- Disciplinary Policy
- Neutral, Internal Resolution of Disputes Policy
- Overtime Pay & Compensatory Time

Background information:

Representatives of the BOT and the AFSCME have engaged in collective bargaining negotiations to discuss the terms and conditions of employment that will govern the AFSCME employees. The bargaining teams have reached an agreement on a collective bargaining agreement (CBA) to replace the one that expired on June 2, 2020.

Florida Board of Governors Regulation 1.001(5)(b) provides that each board of trustees shall act as the sole public employer of 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:

BOT-AFSCME Term Sheet

2020-2023 Collective Bargaining Agreement between BOT and AFSCME (*redlined*)

2020-2023 AFSCME Policies (*redlined*)

Facilitator/Presenter:

El pagnier K. Hudson

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BOT-AFSCME Term Sheet

Term:	2020-2023
Articles & Policies:	The following Articles and Policies of the collective bargaining agreement were revised as outlined below: Article 3 AFSCME Activities, Article 4 Grievance & Arbitration, Article 9 Wages, and Article 16, Contracting Out (new); Appendix B; Disciplinary Policy, Neutral, Internal Resolution of Disputes Policy, Overtime Pay and Compensatory Time Policy.
Article 3 AFSCME Activities	<p>Revised language to provide one hundred twenty (120) instead of sixty (60) days from ratification of the agreement and from July 1, thereafter for AFSCME leave bank authorizations.</p> <p>Added language to provide eight (8) hours per pay period of release time for the local AFSCME president or designee to conduct union business.</p> <p>Added language to include official bulletin boards in the Academic One building, Green Library and the College of Law.</p>
Article 4 – Grievance & arbitration	Added language to clarify that this Article does not apply to any disciplinary action resulting from any violation of the FIU Regulation-105 sexual harassment (Title IX) or Sexual Misconduct.
Article 9 Wages	<p>Fiscal Year 2020-2021: \$1,000 one-time non-recurring bonus to be paid upon ratification for eligible employees hired on or before June 1, 2020 and meeting performance standards with overall rating of “3” on their evaluation.</p> <p>Wage reopener to begin no later than May 2022 for both fiscal years 2021-2022 & 2022-2023.</p>
Article 16 – Contracting-Out	New Article – The University will contact union within 10 days of RFP requested for contracted work resulting in employees being laid off. Vendors will be required to interview affected employees.
Appendix B AFSCME FIU BOT dues checkoff	Added AFSCME electronic membership application 3326 E CARD that allows AFSCME employees to electronically complete their membership application.
Disciplinary Policy	Added language to clarify that this policy does not apply to any disciplinary action resulting from any violation of the FIU Regulation-105 Sexual Harassment (Title IX) or Sexual Misconduct.
Overtime pay and compensatory time	University will notify union on a quarterly basis of employees who have moved from non-exempt to exempt; post eligible overtime lists in zone areas; track attempts to reach employees on overtime opportunities; define overtime projects; explain deviation from rotation schedule.
Neutral, internal resolution of disputes policy	Added language to clarify that this policy does not apply to any disciplinary action resulting from any violation of the FIU Regulation-105 Sexual Harassment (Title IX) or Sexual Misconduct.

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**The Florida International University
Board of Trustees**

And

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

Collective Bargaining Agreement

~~2017-2020~~2020-2023

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PREAMBLE

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

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

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

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

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

ARTICLE 1 RECOGNITION

1.1 Inclusions.

A. The Board hereby recognizes the Local 3346 and Florida Council 79 of the American Federation of State, County and Municipal Employees, AFL-CIO, (AFSCME), as the exclusive representative for the purposes of collective bargaining with respect to wages, hours, and terms and conditions of employment for all employees included in the Non-Professional (Operational Services and the Administrative and Clerical) (Certification No. 1463) bargaining units and Professional (Certification No. 1468), as defined in certifications issued on October 9, 2003 and March 8, 2004, respectively by the Florida Public Employees Relations Commission (PERC). The parties agree to ratify this collective bargaining agreement while the unit clarification is under review and ready for presentation to PERC either by agreement or for PERC to make final determinations. The attached certifications are subject to change once PERC certifies the units and will be affixed to this agreement as Attachment A.

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

1.2 Exclusions.

This Agreement specifically excludes persons in positions designated with managerial, confidential, or temp hourly appointment.

1.3 Positions of Classes-Unit Designation

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

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

C. Notice to AFSCME shall be considered sufficient if provided to Regional Director of Region 5, AFSCME Council 79, and to the President of the Local Union 3346. AFSCME, 700 S. Royal Poinciana Blvd., Suite 700, Miami Springs, Florida 33166 by certified mail.

ARTICLE 2 DEFINITIONS

The terms used in this Agreement are defined as follows:

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

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

2.3 "Bargaining unit" means those employees, collectively, represented for collective bargaining purposes by AFSCME pursuant to Florida PERC Certification No. 1463 issued in Commission Order Number 04E-035, dated February 4, 2004 and Certification Number 1468, issued in Commission Order Number 04E-070 dated March 8, 2004, wherein the Commission determined the composition of the bargaining unit at FIU.

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

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

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

2.7 "Grievance" means a dispute, claim or complaint that any employee or the Union may have as to the interpretation, application, and/or alleged violation of provision(s) of this Agreement which is subject to the Grievance Procedure.

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

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

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

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

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

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

2.14 "University", or "FIU" means Florida International University, acting through the University President and/or representative.

ARTICLE 3 AFSCME ACTIVITIES

3.1 Designation and Selection of Representatives

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

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

3.2 Representative Access

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

3.3 Consultation

The Vice President for Human Resources or his/her designee shall meet with AFSCME representatives to discuss matters pertinent to the implementation or administration of

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

3.4 Employee Information and Rules Provided.

A. Upon written request by AFSCME, the University will, on a ~~semi-annual~~quarterly basis, provide a list of AFSCME employees with the name, home address, home phone number, department, hourly wage, work address, classification title, gross salary and date of hire for each employee.

B. The University shall provide AFSCME with the website address where it can view a copy of its employee regulations (bot.fiu.edu), policies (policies.fiu.edu) and collective bargaining agreement (hr.fiu.edu).

3.5 Negotiations

A. Parties and Location.

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

B. Negotiation Committee.

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

3.6 Leave for Negotiating and Other AFSCME Activities.

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

B. Effective upon ratification of this Agreement, and during the term of this Agreement as set forth in Article 14, employees shall have the right to donate per the procedures set forth herein their accrued vacation leave to an AFSCME Leave Bank for the purpose of creating an AFSCME Leave Bank so that AFSCME representatives may attend, with HR's written

approval, AFSCME conventions, AFSCME conferences, and for other union-related business, except for collective bargaining negotiations. The AFSCME Leave Bank is not considered vacation or sick leave. Each of the representatives may use hours of the AFSCME Leave Bank each fiscal year as needed (for a total of seventy-five (75) hours per fiscal year) for such activity. The unused donated leave hours shall be carried over from one fiscal year to the next, not to exceed seventy-five (75) hours. Within ten (10) days of ratification of this Agreement, AFSCME shall provide in writing a list of the names of the representatives who are authorized to use the AFSCME Leave Bank. Thereafter, AFSCME shall provide such written list on or before July 1 of each fiscal year during the term of this Agreement. The University shall have no responsibility or liability for the vacation leave deducted from the employees covered hereunder and credited to the AFSCME Leave Bank. AFSCME shall indemnify the University and hold it harmless against any and all claims, demands, and liabilities which arise out of or by reasons of any action taken or not taken pursuant to the provisions of this Article. The deduction and crediting of vacation leave provided for herein shall be based on signed authorizations which must be submitted no later than ~~sixty (60)~~one hundred twenty (120) days from ratification of this Agreement and from July 1, thereafter. The same procedures, including signed AFSCME Leave Bank authorizations by bargaining unit employees, shall be utilized.

- C. RELEASE TIME FOR AFSCME PRESIDENT. The University agrees to provide eight (8) hours of release time per pay period to the AFSCME President or designee to conduct *union business* during the regular work schedule. It is the responsibility of the AFSCME President or designee to request the leave and obtain permission from his/her immediate supervisor just as they would for any other leave. The AFSCME President will record this release time as administrative leave and inform ELR of the needed time prior to taking the leave when applicable; if not able, immediately upon the conclusion of the *union business*. Under no circumstances is this release time to be used for any reasons other than to conduct union business with AFSCME employees. If the University learns that admin leave was used for reasons other than to conduct *union business*, that reported release time will be reversed to vacation leave and this Section 3.6 (C) will no longer be in effect for the current serving President. If the authorized eight (8) hours of leave is not used in the pay period, the unused leave cannot be carried forward to the next pay period.

Definition: *union business* is business conducted between the AFSCME President and an FIU employee during regular hours at a university facility/campus.

3.7 Bulletin Boards.

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

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

3.8 Communications.

FIU will continue to have a link in the hr.fiu.edu website containing the AFSCME collective bargaining agreement and the website of the AFSCME Local/Chapter.

3.9 During planned orientation of new employees, the Union shall be given an opportunity to introduce (or have introduced) one of its Local Representatives who may speak briefly to describe the Union, participation in negotiations, and general interest in representing employees.

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 this Agreement, a "grievance" is defined as a dispute, claim or complaint that any employee or the Union may have as to the interpretation, application, and/or alleged violation of provision(s) of this Agreement which is subject to the Grievance Procedure. [NOTE: Any action resulting from any violation of the FIU Regulation-105 Sexual Harassment \(Title IX\) or Sexual Misconduct will not be covered by this Grievance and Arbitration Procedure Article; instead click here for more information regarding the appropriate procedures.](#)

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

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

4.5 In the event that the grievance involves an act or omission which could be handled by either this Article or the Neutral, Internal Resolution of Policy Disputes, the filing of a grievance under this Article constitutes a waiver of the filing of a complaint under the Neutral, Internal Resolution of Policy Disputes.

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

A. 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 his/her supervisor. 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 in writing with the supervisor 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

supervisor will respond with a meeting date and time within five (5) days of the request. If the supervisor determines that the Department action should be changed, the supervisor 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 supervisor 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 1 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 AFSCME may (upon request of the grievant) proceed to 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) 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 Union representative. At the Step 1 meeting, the grievant shall have the right to present any evidence in support of the grievance. 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) business days' advance written notice to all other parties. The grievant may bring an interpreter to the Step 1 meeting at his or her own cost.

(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 ten (10) days following the meeting. A copy of the decision shall be sent to the grievant, the grievant's representative and AFSCME (if grievant elected self-representation or representation by legal counsel). Failure of the Vice President for Human Resources or designee to timely respond shall be considered a denial of the grievance and shall entitle the grievant to appeal to Step 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 AFSCME elect to take the grievance to that step.

C. STEP2: If a grievance has not been satisfactorily resolved at Step 1, if or the Vice President of Human Resources or designee has failed to respond within the Step 1 deadline, the grievant or AFSCME (upon the request of the grievant) 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 fifteen (15) days after receipt of the Step 1 decision by the grievant and/or grievant's representative or when the answer was due in the Step 1 process. The grievance may be withdrawn by the grievant or by AFSCME representative at any point prior to issuance of the Arbitrator's decision by providing written notification to the Arbitrator and to the Vice President of Human Resources or designee.

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

- i. The party requesting arbitration shall, concurrently with its filing of the Step 2 form, notify the Federal Mediation and Conciliation Services (FMCS) of the filing of the grievance and request a list of seven (7) arbitrators sent to each party.
- ii. Within seven (7) days of when the last party receives the list from the FMCS, 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 FMCS of the party's selection.

(2) Authority of the Arbitrator.

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

ii. The arbitrator shall 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.

iii. Where a University official has made a judgment involving the exercise of discretion, the arbitrator shall not substitute its judgment for that of the University official. Nor shall the arbitrator review such decision except for the purpose of determining whether the decision has violated the Agreement.

(3) The Hearing. The arbitrator shall hold the hearing in Miami-Dade County unless otherwise agreed by the parties. The hearing shall commence within sixty (60) days of the arbitrator's acceptance of selection, or as soon thereafter as is practicable. The parties shall stipulate to the issue(s) prior to the hearing before the arbitrator. If the parties are unable to stipulate to the issue(s) prior to such hearing, the parties shall proceed to a hearing on applicability of this procedure based on either procedural or substantive concerns ("applicability"). Issues of applicability shall be bifurcated from the substantive issues and, whenever possible, determined by means of a hearing conducted by conference call. The arbitrator shall have ten (10) days from the hearing on applicability to render a decision on the applicability issues. If the process is judged to be applicable to the complaint, the arbitrator shall then proceed to hear the substantive issue(s) in accordance with the provisions of this Agreement.

i. The arbitrator shall rule on arbitrability before issuing a decision on the merits. If a lawsuit is filed over arbitrability, the arbitration shall not commence until the lawsuit has terminated in the trial court. If the grievance was found to be arbitrable, then the grievance would be assigned to another arbitrator using the same process as used for selecting the first arbitrator.

ii. The arbitrator shall issue the decision within thirty (30) days of the close of the hearing on the substantive issue(s) or the submission of briefs, whichever is later, unless additional time is agreed to by the parties in writing. The decision shall be in writing and shall set forth findings of fact, reasoning, and conclusions on the issues submitted. Except as expressly specified in this Article, the provisions of the Florida Arbitration Code, Chapter 682, Florida Statutes, shall not apply. Except as modified by the provisions of this Article, the arbitration proceeding shall be conducted in accordance with the Labor Arbitration Rules and Procedures of the American Arbitration Association or FMCS.

iii. In rendering its decision, the arbitrator shall refrain from issuing any statements of opinion or conclusions not essential to the determination of whether the act or event giving rise to the grievance violated a provision of this Agreement.

iv. If the arbitrator determines that an Article has been violated, the arbitrator shall direct the University to take appropriate action. The arbitrator may award back salary where the arbitrator determines that the employee is not receiving the appropriate salary from the University, but the arbitrator may not award other monetary damages or penalties. The arbitrator shall have no power to establish wages, rates of pay for new jobs, or to change any wage, unless the arbitrator is specifically

empowered to do so by both parties in writing. An arbitrator's award may be retroactive based on the equities each case may demand, but in no case shall an award be retroactive to a date earlier than thirty (30) days prior to the date the grievance was originally filed in this Article.

v. The decision or award of the arbitrator shall be final and binding upon the University, AFSCME, and the grievant provided that either party may appeal to an appropriate court of law a decision that was rendered by the arbitrator acting outside of or beyond the arbitrator's jurisdiction.

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

(5) 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 AFSCME may abandon or settle a grievance.
- B. The University will notify AFSCME of any individual filing a grievance pursuant to this Article.
- C. AFSCME will have the opportunity to be present at any meetings held between the University and the Grievant (if the grievance is not filed through AFSCME) to resolve a grievance filed pursuant to this Article.
- D. Only AFSCME may request that a grievance proceed to arbitration.
- E. The grievant or the AFSCME shall have only one opportunity to amend or supplement the grievance. No grievance can be amended or supplemented after Step 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 AFSCME.
- 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 AFSCME against any grievant, any witness, any AFSCME representative, or any other participant in the Grievance and Arbitration Procedure by reason of such participation.
- J. Records. In the event an employee files a grievance under this Article, the employee has the right to one (1) copy of their employee records at no cost.

ARTICLE 5 LAYOFFS AND RECALL

5.1 Layoffs.

A. The University shall notify the local AFSCME President and Staff Representative on the same day as the affected employee(s) is notified that an employee or employees in the bargaining unit will be laid off. Regular staff employees will not be laid off if there are temporary employees in comparable positions in the layoff unit. Employees may be laid off due to adverse financial circumstances; reallocation of resources; reorganization of administrative structures, programs, or functions; curtailment or abolishment of one or more programs or essential functions; or shortage of work. However, nothing precludes the Union from conferring about the practical consequences that decisions may have within the bargaining unit.

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

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

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

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

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

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

ARTICLE 6 HEALTH AND SAFETY

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

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

6.3 Employee Health and Safety.

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

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

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

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

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

ARTICLE 7 AFSCME DEDUCTIONS

7.1 Deductions and Remittance.

A. The University will deduct AFSCME membership dues and other authorized deductions in an amount established by AFSCME and certified in writing by the President of Council 79 to the Vice President for Human Resources or designee, from employees pay for those employees who individually make such request on the deduction authorization form provided by AFSCME included as Appendix B and/or the Human Resources website under the Collective Bargaining tab. Employee transfers or promotions within these bargaining units shall not require the submission of new forms.

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

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

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

7.3 Termination of Deduction.

A. The University's responsibility for deducting dues and other authorized deductions shall terminate automatically upon either: (1) revocation by the employee

by providing the University Human Resources Office and the Union with thirty (30) days written notice that the employee is terminating the prior checkoff authorization, (2) the termination of employment, or (3) the transfer, promotion, or demotion of the employee out of the bargaining unit.

B. Should the University receive any written instructions from the bargaining unit member to stop his/her authorization to deduct dues, the University shall comply with Chapter 447, Part 2, Florida Statute. The University shall provide a copy of all received unit members authorizations to stop dues deductions, on a bi-weekly basis.

7.4 Indemnification. AFSCME shall indemnify, defend, and hold the Board, the State of Florida, and their officers, officials, agents, and employees harmless against any claim, demand, suit, or liability (monetary or otherwise) and for all legal costs arising from any action taken or not taken by the Board, the State, or their officers, officials, agents, and employees in complying with this Article. AFSCME shall promptly refund to the University any funds received in accordance with this Article which are in excess of the amount of deductions which the Board has agreed to deduct, provided that such unauthorized dues deductions are reported to AFSCME Council 79 by the University within one hundred and twenty (120) days of the occurrence.

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

ARTICLE 8 EMPLOYEE PARKING

8.1 Each bargaining unit employee with an annual base pay of \$31,200 or less shall receive a discount of twenty-five percent (25%) on the cost (exclusive of sales tax) of the annual registration fee for an annual faculty/staff decal.

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

ARTICLE 9 WAGES

9.1 Salary Increases for Fiscal Year ~~2017-2018~~2020-2021

For Fiscal Year 2020-2021, the University will implement a one-time non-recurring bonus for in-unit employees as follows:

In-unit employees shall receive a one-time non-recurring bonus equal to \$1,000 dollars subject to applicable taxes and withholding. The bonus shall be paid in the first full pay period following ratification. This one-time non-recurring bonus shall not adjust the base salary of the bargaining unit member. To be eligible, the employee must have been employed by the University on or before June 1, 2020 and continuously through the effective date of the salary action and received an overall rating on her/his PEP of 3 or above.

The University and the Union agree to a wage reopener for Fiscal Year 2021 – 2022 and Fiscal Year 2022 – 2023 to begin no later than May 2022.

~~(a) The Board shall provide all eligible bargaining unit employees with a general across-the-board wage increase of two percent (2%) retro to January 2, 2017. The increase will be based upon the employee's base rate of pay and in proportion to their full-time equivalency (FTE). To be eligible, the employee must have been employed by the University before July 1, 2016, and continuously employed through the date of joint ratification. The increase shall be effective upon the date of joint ratification of the contract by the parties, payable on the first pay period following ratification. If the employee's most recent performance evaluation in effect on the date of joint ratification is "Below Standards or Achieves Standards/Marginal," the employee shall not receive the increase. If an ineligible employee achieves performance standards (in accordance with their most recent annual evaluation) after the implementation of the pay action but prior to the end of the 2017-2018 Fiscal Year, the employee may receive an increase; however, such increase shall be effective on the date the employee becomes eligible, and not retroactively applied.~~

~~———— (b) The Board shall provide merit increases from a pool equal to one (1%) percent of the base rate of pay of the bargaining unit member. Merit increases shall be effective the first pay period in December 2017. Merit increases shall not adjust the base salary rate of the bargaining unit member. To be eligible, the employee must have been employed by the University before December 2016, and continuously through the effective date of the salary action and received an overall rating on his/her PEP of 4 or 5.~~

~~9.2 Salary Increases for Fiscal Year 2018-2019~~

~~———— (a) The Board shall provide all eligible bargaining unit employees with a general across-the-board wage increase of one and one half percent (1 ½%). The increase will be based upon the employee's base rate of pay and in proportion to their full-time equivalency (FTE). To be eligible, the employee must have been employed by the University before July 1, 2017, and continuously through the effective date of the salary action. The increase should be effective on the first pay period in October 2018. If the employee's most recent performance evaluation immediately prior to October 2017 is "Below Standards or Achieves Standards/Marginal," the employee shall not receive a merit increase. If an ineligible employee achieves performance standards (in~~

~~accordance with their most recent annual evaluation) after the implementation of the pay action but prior to the end of the 2018-2019 Fiscal Year, the employee may receive an increase; however, such increase shall be effective on the date the employee becomes eligible, and not retroactively applied.~~

~~———— (b) The Board shall provide merit increases from a pool equal to one and one half percent (1 ½%) of the base rate of pay of the bargaining unit member. Merit increases shall be effective the first pay period in December 2018. Merit increases shall not adjust the base salary rate of the bargaining unit member. To be eligible, the employee must have been employed by the University before December 2017, and continuously through the effective date of the salary action and received an overall rating on his/her PEP of 4 or 5.~~

~~9.3 Salary Increases for Fiscal Year 2019-2020~~

~~———— (a) The Board shall provide all eligible bargaining unit employees with a general across the board wage increase of one and one half percent (1 ½ %). The increase will be based upon the employee's base rate of pay and in proportion to their full-time equivalency (FTE). To be eligible, the employee must have been employed by the University before July 1, 2018, and continuously through the effective date of the salary action. The increase should be effective on the first pay period in October 2019. If the employee's most recent performance evaluation in effect immediately prior to October 2017 is "Below Standards or Achieves Standards/Marginal," the employee shall not receive a merit increase. If an ineligible employee achieves performance standards (in accordance with their most recent annual evaluation) after the implementation of the pay action but prior to the end of the 2019-2020 Fiscal Year, the employee may receive an increase; however, such increase shall be effective on the date the employee becomes eligible, and not retroactively applied.~~

~~———— (b) The Board shall provide merit increases from a pool equal to one and one half percent (1 ½ %) of the base rate of pay of the bargaining unit member. Merit increases shall not adjust the base salary rate of the bargaining unit member. To be eligible, the employee must have been employed by the University before December 2018, and continuously through the effective date of the salary action and received an overall rating on his/her PEP of 4 or 5.~~

~~9.4 Effect of Any Legislative Increases~~

~~———— (a) Any general across the board wage increases provided by the Legislative appropriations for the 2017-2018 fiscal year, 2018-2019 fiscal year, or 2019-2020 fiscal year shall count toward any salary increases described in 9.1(a), 9.2(a), or 9.3(a) respectively.~~

~~—— (b) Any merit or performance based increase or bonus received by a bargaining unit employee as a result of appropriations by the Legislature for the 2017-2018 fiscal year, 2018-2019 fiscal year or 2019-2020 fiscal year shall count toward the amount of money an employee would have otherwise received in accordance with the provisions in 9.1(b), 9.2(b), or 9.3(b) respectively.~~

~~—— (c) Any merit or performance based increase or bonus provided by Legislative appropriations for the 2017-2018, 2018-2019, or 2019-2020 fiscal year shall be passed on to bargaining unit employees as provided by the Legislature. Should the Legislature appropriate funds for a bonus, the bonus shall be paid in accordance with a policy or plan approved by the Office of Policy and Budget or, in the absence of such a plan, Section 110.1245(2), Florida Statutes. In the absence of an approved policy or plan, for purposes of determining eligibility under Subsections 110.1234(2)(b)4-6. (c), and (d), the criteria and rating used for the Operational Excellence Award will apply.~~

9.5 Contract and Grant-Funded Employees

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

9.6 Additional Salary Increases

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

ARTICLE 10 PREVAILING RIGHTS

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

ARTICLE 11

MANAGEMENT RIGHTS

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

ARTICLE 12 TOTALITY OF AGREEMENT

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

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

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

ARTICLE 13 SAVINGS CLAUSE

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

force and effect for the term of this contract.

ARTICLE 14 DURATION

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

ARTICLE 15 MAINTENANCE OF UNIVERSITY POLICIES

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

15.2 The University may not amend its current employee rules, regulations or policies applicable to the members of the bargaining unit if such a change would conflict with a term of this Agreement. In the event a change of employee rules, regulations, or policies does not conflict with a provision of this Agreement, but constitutes an otherwise change in terms or conditions of employment, the University shall notify AFSCME who may then request bargaining.

15.3 This Article is subject to the Agreement's Grievance and Arbitration procedure. No alleged violation of a University rules or policy may be redressed through the Agreement's Grievance and Arbitration procedure. Any claim by a bargaining unit member concerning the application of any Board or University rule or policy shall be subject to the processes defined by University rule, regulation, or policy or other available administrative or judicial remedies.

ARTICLE 16 CONTRACTING OUT

16.1 Within ten (10) days of the issuance of the request for proposal (RFP) for contracting-out work and notification to Employee & Labor Relations (ELR), which will result in the layoff of employees, the University will notify the AFSCME local union president. The AFSCME local union president and his/her designee may then discuss the impact of the proposed contracting-out on affected employees by scheduling a consultation with the ELR Director for Employee & Labor Relations within ten (10) days of receiving the notice.

16.2 The University shall include in the request for proposals for contracting-out such work, in addition to any other requirements to be considered, a provision which will require the proposers to interview the affected employee(s).

16.3 If an affected employee is laid-off as a result of the University contracting-out their work, such employee may file a grievance under Article 4. The only issue to be addressed by such grievance is whether the University complied with the provisions of this Article.

THE FLORIDA INTERNATIONAL
UNIVERSITY BOARD OF TRUSTEES

Dean C. Colson
Chair

Mark B. Rosenberg
President

Joann Cuesta-Gomez
Chief Negotiator

Liz Marston
Senior General Counsel

Lina Herran
Employee & Labor Relations Specialist

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

Madelin Gonzalez, Chief Negotiator
Regional Coordinator – Region 3

Ana G Mejia
Interim AFSCME President

Daniela Saczek
AFSCME Representative

Georgia Bazos
AFSCME Bargaining Member

Date ratified by AFSCME: _____

Date ratified by the Board of Trustees: _____

LIST OF AFSCME REPRESENTED CLASSES

The parties have agreed to the following list of all regularly scheduled full-time and part-time employees whose class title is on or similar to that which is listed below which may be amended by agreement of the parties or by order of the Florida Public Employees Relations Commission:

Certification 1436 - Non-Professional Unit	
Job Code	Job Code Descriptions
0109	Senior Patient Accounts Rep
0110	Certified Medical Assistant
0114	Administrative Assistant
0120	Referral Specialist
0186	Cashier
0390	Gift Services Specialist
0683	Office Assistant
0684	Office Associate
0694	Program Specialist
0705	Office Specialist
0715	Sr. Administrative Assistant
0716	Office Coordinator
0809	Procurement Agent 1
0815	Procurement Agent 2
0832	Enrollment Processing Assoc
0833	Enrollment Process Assistant
0918	Storekeeper Receiving Clerk I
0921	Storekeeper Receiving Clerk II
1006	HR Assistant
1025	Benefits Associate
1042	HR Customer Service Asst
1043	HR Customer Service Assoc
1044	Sr HR Customer Service Assoc
1049	Employee Records Specialist
1050	Employee Records Asst
1051	Employee Records Assoc
1074	HRIS Support Associate
1089	Recruitment Assoc
1415	Accounting Clerk
1418	Sr Accounting Clerk
1420	Patient Client Access Rep
1427	Accounting Specialist
1435	Payroll Associate
2020	Data Center Operator

2023	Sr Data Center Operator
2060	Computer Repair Technician
2064	Sr Computer Repair Technician
2403	Grants Assistant
2415	Grants Associate
2726	Education Specialist
2735	Exhibitions Technician
2741	Sr Visitor Services Associate
2742	Volunteer Assistant
2744	Visitor Services Associate
2745	Gallery Guide
2757	Preparator
3723	AV Technician I
3725	AV Technician II
3937	Research Assistant
3938	Senior Research Assistant
3956	Marine Operations Technician
4206	Program Assistant
4210	Paralegal I
4211	Paralegal II
4212	Paralegal III
4301	Library Assistant
4302	Senior Library Specialist
4303	Library Associate
4304	Library Specialist
5017	Laboratory Technician
5027	Sr. Laboratory Technician
5198	Phlebotomist
5199	Surgery Scheduling Specialist
5200	Senior Phlebotomist
5235	Health Information Rep I
5236	Patient Accounts Representative
5237	Health Information Rep II
5238	Sr Certified Medical Assistant
5239	Sr Patient Client Access Rep
5240	Cert Medical Asst Spec Lead
5241	Patient Accounts Rep Spec
5242	Patient Client Access Spec
5243	Senior Referral Specialist
5244	Health Information Code Auditor
5260	Pharmacy Technician II

5264	MRI Technologist
5265	Paramedic
5520	Emergency Medical Technician
5644	Pharmacy Technician I
5666	Health Information Technician
6227	Parking Transportation Aide
6374	Maintenance Support Worker
6394	Groundskeeper I
6405	Recreation Specialist I
6423	Locksmith I
6426	Painter
6441	Plumber
6443	Journeyman Plumber
6444	Electrician
6451	HVAC Refrigeration Mechanic
6452	Sr HVAC Refrigeration Mechanic
6469	Groundskeeper II
6470	Groundskeeper III
6472	Locksmith II
6484	Bldg. Construction Inspector
6486	Recreation Specialist II
6503	General Maint Mechanic II
6504	General Maint Mechanic III
6505	Life and Safety Maint. Mech II
6506	Life and Safety Maint.Mech III
6509	Campus Suppt Maint Mech II
6510	Event Support Worker I
6511	Event Support Worker II
6512	Recycler
6516	Machinist I
6517	Campus Suppt Maint Mech III
6520	Machinist II
6526	Custodial Worker I
6527	Custodial Worker II
6539	Auto Mechanic I
6540	Auto Mechanic II
6552	Marine Mechanic
6567	Journeyman Electrician
6582	Telecom Customer Svc Rep
6584	Sr Telecom Customer Svc Rep
6586	Assoc Apps Business Analyst

6648	IT Generalist I
6663	Associate IT Security Analyst
6671	Associate Computer Repair Tech
6674	Help Desk Analyst
6675	Help Desk Representative
6677	IT Field Analyst
6678	IT Field Technician
6683	Software and Hardware Analyst
6687	Network Equip Inventory Mgr
6696	Clinical IT Field Analyst I
6704	Junior Network Engineer
6748	Technical Support Analyst
6761	Jr Voice Technician
6767	Sr Voice Technician
6772	Telecommunications Installer
6774	Telephone Operator
6777	Voice Technician
6795	Instructional Design Asst
6809	Technology Tool Specialist
6823	Training Support Specialist I
6824	Training Support Specialist II
6825	Training Support Spec III
7404	Laboratory Technician Aide
8200	Security Guard
8203	Senior Security Guard
8215	University Postal Carrier
8402	Parking Enforcement Officer
8410	Police Service Technician
8411	Sr Police Service Technician
8412	Police Communications Operator
8413	Sr Police Communications Oper
8414	Quartermaster

Certification 1468: Professional Unit	
Job Code	Job Code Description
0823	Admissions Recruiter I
0831	Enrollment Process Officer I
0841	Financial Aid Officer I
0842	Sr. Enrollment Process Assoc.
0843	Financial Aid Associate
0851	OneStop Enroll Officer I
0858	Academic Records Officer I
0859	Academic Records Associate
2736	Senior Preparator
2760	Museum Specialist
2796	Archivist Specialist
2814	Fine Arts Production Spec
3699	Associate Multimedia Producer
3700	Multimedia Producer
3703	Jr Graphic Designer
4601	AV Engineer I
4604	AV Engineer II
4630	Engineer I
4633	Engineer II
5083	Lab Manager I
5194	Radiology Technician
5314	Certified Behavior Analyst
5590	Ultrasound Technologist
6033	Health Educator I
6764	Sr Telecom Installer
6765	Sr Telephone Operator
8710	EHS Specialist I
8711	EHS Specialist II

APPENDIX B



341-17 Florida Local
3346 PUBLIC_FINAL[

Electronic E card

3346 E Card

Grievance and Arbitration Procedure

FIU Board of Trustees & AFSCME

Step 2: Notice of Arbitration

Employee Grievance Sheet:

Date Received: _____

Received by: _____
Print Name/Title Signature

EMPLOYEE INFORMATION

Employee

Name: _____ Department: _____

Date Submitted: _____ Division: _____

E-Mail Address: _____ Phone/Extension: _____

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

☐ AFSCME _____

☐ Myself _____

☐ Other _____

REQUEST FOR ARBITRATION REVIEW

If the employee is in disagreement with the decision rendered in Step 2, the employee(s) may appeal in writing to the Vice President for Human Resources or designee a review by an arbitrator within fifteen (15) business days of receipt of the Step 2 decision or when the decision was due. The arbitrator will hold a hearing within sixty (60) days unless otherwise agreed to by the parties and will render a **final and binding** decision within thirty (30) business days following the close of the hearing unless additional time is agreed to by the parties. The decision or award of the arbitrator shall be **final and binding** upon the University, AFSCME, and the grievant.

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

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

Signature of Grievant(s)

Date

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

Signature of AFSCME Representative on behalf of the Grievant

Print name

Date

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

Attach all supporting documentation.

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

This notice should be sent to:

Florida International University
Division of Human Resources
Employee & Labor Relations
11200 SW 8th Street, PC 236
Miami, FL 33199

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

BOT/AFSCME Collective Bargaining Agreement and/or University policy language controls.

**The Florida International University
Board of Trustees**

And

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

Policies

~~2017-2020~~2020-2023

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Background Check Requirements

Florida International University strives to provide a safe learning and working environment for all students, faculty, staff, volunteers, and visitors. FIU is a unique environment due to its public nature which generally provides open access for people to learn and work, housing for students, various types of research, and maintains its own police force. Background checks address concerns about providing a safe environment through minimizing negligent hiring risks (e.g., avoid hiring individuals with a proven tendency to defraud or steal from their employers, who engage in workplace or criminal violence, or who otherwise appear to be untrustworthy and unreliable) and/or reducing time wasted in recruiting and training the wrong candidate. Background investigations will be conducted based on the job-related requirements and consistent with **business necessity**.

This policy applies to the following groups:

- **New hire;**
- Rehired after a **break in service;**
- Current **administrative** or **staff** employees being promoted or transferred into a position with required background checks, unless said employee has successfully passed the position-related background checks within the past five (5) years.

Student assistant, Federal Work Study, and volunteer positions will not be subject to this policy unless their job responsibilities include handling cash, checks, cash transactions, gift cards, debit/credit cards, or cash equivalent; information technology; those working in the Athletics Department who travel with students to events; working directly with and/or residing with minors and or vulnerable persons, including Housing and Residential Life employees; museum employees, or performing other assigned duties that require said investigations. In that case, these employees/volunteers must adhere to the same background check requirements as other employees.

The background checks will not be conducted unless the person is the **finalist** for a position. The finalist will have to successfully pass the minimum background checks as well as any position-required background checks set forth below. The successful passing of all applicable background checks is a condition of employment.

The minimum background checks include those listed below:

1. **Level I criminal background investigation;**
2. Sex offender;
3. **Sanctions screens;**

4. Education verification
5. Employment verification;
6. Reference checks;
7. Social security search
8. Any other background check required by law.

The position-required background checks are based on the job requirements, and include, but are not limited to, those listed below:

1. **Level II criminal background investigation** for positions with unrestricted access to a Great Grand Master Key; handling or managing cash, cash transaction, gift cards, debit/credit cards, and/or cash equivalent; information technology; those working in the Athletics Department who travel with students to events; working directly with and/or residing with minors and or vulnerable persons, including Housing and Residential Life employees; museum employees; Chief Financial Officer, Assistant Vice President/FIU Foundation, Treasurer, Controller, Director of Tax Compliance, and any position managing major investments and/or donor portfolios. If a current employee is promoted or transferred into any of these positions, the employee will also be required to undergo sanctions screening;
2. Level II criminal background investigation if the position involves working with any Florida K-12 school as required by Florida Law;
3. Sanctions screenings for any current employee who is applying for or has been issued an FIU Pro-Card;
4. **Internal reference checks** for current promoted/transferred employees;
5. Credit history for the following positions: Chief Financial Officer, Assistant Vice President/FIU Foundation, Treasurer, Controller, and Director of Tax Compliance;
6. Motor vehicle record as required by the position or when an FIU employee is assigned to drive a University vehicle (including a University golf cart) as a key part of their job assignment;
7. Educational verification for promoted/transferred employees;
8. Credentialing by academic department for evaluation and approval by Academic Affairs and/or University Graduate School for all faculty including adjunct and visiting instructors and lecturers;

9. Oral English language proficiency for all faculty members (except those who teach courses that are conducted primarily in a foreign language) as required by Florida Statute Section 1012.93;
10. License and/or certifications verification for those positions in which a license and/or certification is required or preferred;
11. International and national database searches of foreign national hired into positions subject to export control laws conducted by the Office of University Compliance and Integrity;
12. Sanctions Screening, Level II criminal background investigation, and the Pacer database if the position involves the administration of Title IV funds;
13. List of Excluded Individuals and Entities maintained by the Office of Inspector General (OIG) screen for all employees working at the Herbert Wertheim College of Medicine (HWCUM), FIU Health (HCNET), the Center for Children and Families (CCF), Dietetics and Nutrition and/or the School of Social Work;
14. Employees of the FIU Police Department will be subject to the background screening process as set forth in FIUPD SOP_6-29 Selection Process;
15. E-verify for current promoted or transferred to positions under a federal contract;
16. Any other background check required by the position or as determined by the Vice President, Human Resources Division or designee based on job-related factors and consistent with **business necessity**; and/or
17. Any other background check required by law.

BACKGROUND CHECKS REQUIRING PERIODIC RE-SCREENING

1. Level II criminal background investigations will be repeated every (5) years if the employee has direct contact with minors and/or vulnerable persons, including House and Residential Life employees, or as required by law.
2. Sanction screens will be conducted annually for any employee who is required to have a ProCard issued to them and/or has responsibility for a merchant account.
3. List of Excluded Individuals and Entities maintained by the Office of Inspector General screen will be repeated monthly if the employee works for HWCUM, HCNET, CCF, Dietetics and Nutrition and/or the School of Social Work.

4. Motor vehicle record will be conducted at least once every two (2) years, or when there is a report or observation indicating that a University employee is not operating a University vehicle safely.

INDIVIDUALIZED ASSESSMENT

The University complies with the Federal **Fair Credit Reporting Act (FCRA)** when conducting background checks. FIU will disclose to all finalists its plan to obtain background checks and that the information will be used solely for employment purposes. FIU will obtain written authorization from the finalists. For any discovered discrepancy in an applicant or employee's background, the Division of Human Resources will conduct an ***individualized assessment*** which provides the individual with an opportunity to demonstrate that the discrepancy does not properly apply to him or her and/or to present relevant additional information regarding the discrepancy. The assessment will be based on job-related factors and business necessity.

ADVERSE ACTION

If the University determines it will be taking an adverse action based on the individualized assessment, the University will comply with the FCRA.

THE UNIVERSITY'S AUTHORITY REGARDING EMPLOYMENT OFFERS

The University reserves the right to make and/or rescind any offer of employment in its sole discretion. There is no appeal process if the University exercises its discretion.

POLICY USE/APPLICATION (R*)

Confidentiality of the Information. Although most information at FIU may be considered a public record, the University recognizes the sensitive nature of such information and will maintain all background investigation records as confidential within the Division of Human Resources (DHR) and/or the Human Resources Department of HWCOR, to the extent permitted by law. Investigation results and any additional information will be reviewed by DHR, the HWCOR HR (as applicable), the office of the General Counsel (as necessary), and any individual responsible for the final hiring decision (such as the Assistant Vice President of Human Resources). DHR will maintain responsibility for the facilitation, processing, review and recordkeeping for all background investigations set forth in this policy.

Compliance with Applicable Laws. This policy complies with the provisions of the **FCRA**, the various anti-discrimination laws, and any other applicable law governing the use of backgrounds screens.

DEFINITIONS:

Adverse Action. A decision by the University not to proceed with the hiring process when a **finalist** does not successfully pass any of the required background checks that are governed by the **FCRA**. **Break in Service.** A separation of employment from the University. For purposes of this policy only, for a non-faculty position, a break in service is a separation of one (1) year or longer based from the date that the last applicable background check was conducted; for a faculty position, a break in service is a separation of three (3) consecutive semesters.

Business Necessity: Those factors which are necessary for safe and efficient job performance.

Fair Credit Report Act: A United States federal law (codified at 15 U.S.C. §168 ET SEQ.) That regulates the collection, dissemination, and use of the consumer information, including consumer credit information.

Federal Work Study Student: An individual who is a full-time or part-time student enrolled at FIU that has been awarded Federal Work Study funds as part of their Financial Aid Award package. The student must be enrolled for a minimum of six (6) credit hours in a course of study leading to a degree or a Financial Aid eligible certificate.

Finalist: An individual who is being recommended for hire and who must successfully pass the required background checks as a condition of employment.

Great Grand Master Key: This is a master key for the entire campus.

Individualized Assessment: The steps taken when a finalist has a discrepancy on any background check which include notice to the individual about the findings, an opportunity for the individual to demonstrate that an exclusion should not be applied to him or her, and consideration by FIU as to whether any additional information provided by the individual warrants an exception to be made.

Internal Reference Checks: This involves reviewing the most current Performance Excellence Process (PEP) form for the finalist, and requesting relevant information from the most recent supervisor.

Level I Criminal Background Investigation: A background screening search for any criminal information at the federal, state and county levels on an individual within the last seven (7) years.

Level II Criminal Background Investigation: A background screening consisting of a Level I search for any criminal information at the federal, state and county levels on an individual within the last seven (7) years. The Level II criminal background investigation requires fingerprinting that searches the Florida Department of Law Enforcement and the Federal Bureau of Investigation databases in addition to the Level I search.

New Hire: An individual who has never had an employee-employer relationship with the University.

Sanctions Screens: This background check screens international and national databases including the Office of Foreign Assets Control (OFAC)

Student Assistant: An individual who is a full-time or part-time student enrolled at FIU and registered for a minimum six (6) credit hours as an undergraduate or three (3) credit hours as a graduate student.

Visual Compliance: A web-based tool used to conduct searches for persons or entities on lists maintained against sanctioned individuals or entities (Restricted Party and Specially Designated National Screening). This is a requirement of export control laws.

Vulnerable Person: A person 18 years of age or older whose ability to perform the normal activities of daily living or to provide for his or her own care or protection is impaired due to a mental, emotional, sensory, long-term physical, or developmental disability or dysfunction, or brain damage, or the infirmities of aging.

Bereavement Leave

Policy Statement:

An employee shall be granted three (3) days of leave with pay for a death in the immediate family. In addition to bereavement leave, the employee may request approval to use reasonable amounts of accumulated sick leave, vacation leave or unpaid leave in the event of a death in the family.

Reason for Policy:

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

Definition:

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

Bonus Policy

Policy Statement

The University shall consider providing incentive bonuses to employees to meet recruitment and retention needs and to encourage and reward exceptional performance and services to the University.

Reason for Policy

To provide incentive bonuses and rewards 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.

Performance-Based Bonus: To recognize an employee that has sustained exceptional performance over an extended period of time and has clearly demonstrated the acquisition of new competencies.

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 employees regularly assigned duties.

Retention Bonus:

A retention bonus is typically used to provide financial incentive in retaining an employee with unique skills and abilities, and whose contributions are critical to the success of the unit, college, or department. Retention bonuses are typically extended to those employees having an overall performance rating of 4 or above.

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. Only one degree at one time (does not include a second degree obtained simultaneously with the first degree by obtaining 30 or more credits hours):

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 excluding programs sponsored by the Division of Human Resources (e.g. HR Certification and LDI Certification)

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. Performance-Based Bonus

A pay increase up to 5% will be considered when an employee's contributions have been so exceptional that a pay increase is warranted. A business case must be presented to the appropriate unit head for concurrence and submitted to Compensation Administration for review. Requests for salary increases larger than 5% may require approval from the CFO or Academic Affairs

IV. Retention Bonus - Upon written request for a retention bonus, Compensation

Administration will review the individual's time in grade and position and make a recommendation regarding an appropriate pay adjustment to the *individual* employee's pay rate. Retention bonuses to the *individual* employee's pay rate will be determined in consultation with the department, the unit head and, if appropriate, the CFO and/or Academic Affairs.

In cases where the employee has received a documented offer of higher salary for employment with another organization, the department may counter offer as follows:

- i. Match the salary offer.
- ii. Decline to match the salary offer.
- iii. Increase salary by less than the salary offer.

The University administration does not encourage counter offers above the salary offer, or when the offer is internal to the university. Consideration will be given to the impact of a salary increase on other people in the same or similar classification and working in the same unit and department. All such requests will require prior approval from the unit head, the CFO and/or Academic Affairs.

IV> 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 or 10% of the employee's salary.
- Project must have a beginning and ending date along with a list of deliverables.
- 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.

V> 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 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.

VI> 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. 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 \$2,500 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.

VII> 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, CFO, Vice President of Human Resources or designee and University Presidents. 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.

Call Back Pay

Policy Statement:

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

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

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

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

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

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

Reason for Policy:

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

Catastrophic Pool

Policy Statement:

Hours may be donated, on a voluntary basis, from one employee to another employee who has exhausted their leave balances including sick, vacation, and compensatory time and must have approval of the Business Unit Head.

Hours may be donated in increments of eight (8) hours and must not exceed 80 hours in 36-month period. The donating employees' remaining balance cannot fall below 80 hours. The total maximum amount of hours that an employee can receive is 480 in a 12-month period or at a rate proportionate to their FTE.

Reason for Policy:

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

Employee's Immediate Family – defined as spouse, children (including foster or stepchildren), parents (including stepparents), and grandparents.

CLASSIFICATION REVIEW

Policy Statement:

Classification Review:

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

Work in a Higher Classification:

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

Reason for Policy:

To provide a means for management to address changes in a position classification

Compressed Work Schedule

Policy Statement:

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

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

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

Operational requirements must be met.

Service to the customer must be maintained or improved.

Costs to the university will not be increased.

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

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

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

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

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

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

Exempt employees, by definition, will continue to receive the same salary from week to week regardless of the schedule worked. The pre-approved compressed work schedule agreement may be terminated at any time based on business necessity.

Reason for Policy:

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

Compulsory Leave

Policy Statement

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

Reason for Policy

To establish a policy on granting compulsory leave to employees.

Definitions

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

Disciplinary Actions

Policy Statement:

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

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

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

[This policy does not apply to any disciplinary action resulting from any violation of the FIU Regulation-105 Sexual Harassment \(Title IX\) or Sexual Misconduct. For more information regarding the FIU Regulation-105 Sexual Harassment and procedures, click here.](#)

Appeal:

Suspensions, demotions with reduction in pay, and dismissals administered to employees are subject to the Neutral, Internal Resolution of Policy Disputes Policy.

Oral reprimands shall not be appealed under the provisions of this policy. Records of oral reprimands shall not be used as the basis for progressive discipline in later disciplinary actions against an employee if the employee has maintained a discipline-free record for at least one (1) year.

Written reprimands shall be subject to the Neutral, Internal Resolution of Policy Disputes Policy but only through Step 1. Written reprimands shall not be used as the basis for progressive discipline in later disciplinary actions against an employee if the employee has maintained a discipline-free work record for at least two (2) consecutive years.

Notwithstanding the limitations expressed on the use of oral and written reprimands in the progressive disciplinary process, they may be considered as part of the employees overall work history when severe discipline (i.e., suspension, demotion with reduction in pay, and separation of employment) is considered. Further, when the University is considering whether to dismiss an employee, the University shall have the ability to review and consider the individual's entire employment history.

AFSCME REPRESENTATION

The employee, upon request, may have AFSCME representation during investigatory questioning that may reasonably result in disciplinary action. The employee shall be given two days' notice, when applicable, and a reason for such meeting, except in cases deemed to be an emergency.

DISCIPLINARY ENTERED IN EMPLOYEE FILES

An employee shall be furnished with a copy of disciplinary entries placed in the official employee file and shall be permitted to respond in writing and a copy of response shall be placed in the employee's official file.

Reason for Policy:

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

Definitions:

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

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

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

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

Employee Wellness Program

Policy Statement

The Employee Wellness Program provides wellness resources to all employees of the University in four primary areas concerning healthy lifestyle: healthy eating, physical activity, tobacco cessation, and stress management. Wellness activities are open to all employees. While employee participation is encouraged, it is completely voluntary. If an activity is offered during regular working hours (outside of lunch period), employee must obtain approval to attend. Because the program is intended to improve the health and well-being of all employees, employee needs and interests will be considered in the planning and design of wellness activities.

Florida International University will provide a healthy workplace by:

1. Providing a healthy and ergonomic work environment;
2. Facilitating employees' own efforts to make improvements in their health practices
3. Providing an environment supportive of employees' well-being;

4. Developing the personal resources (knowledge, skill, and ability) of employees to help them cope and deal with the social and work aspects of their lives;
5. Reducing and managing stress; and
6. Enhancing employees' sense of influence over their work and their lives.

Reason for Policy

To provide guidance on increased awareness of positive health behaviors, to motivate employees to voluntarily adopt healthier behaviors and to provide opportunities and a supportive environment consistent with the University's efforts toward work/life balance in keeping with the best practices in the area of Wellness programs as well as meet the high standards of the Wellness council of America and the Florida Department of Health. The program is also in accordance with FIU BeyondPossible2020 Strategic Priorities of service excellence for all staff, and to foster a campus cultures where innovation thrives and contributes to real-world solutions for real-world issues.

External Volunteers**Policy Statement**

As Florida International University (FIU) engages volunteers, FIU will comply with the Florida Statutes Chapter, Part IV, 110.501-04 and shall provide a receptive environment for volunteers. The department which engages the volunteers' services is responsible for the development of meaning opportunities for volunteers involved in programs administered by Florida International University. This policy is intended for internal management guidance only and does not constitute, either implicitly or explicitly, a binding contract with the volunteer.

This policy address volunteers who are adults as well as minors; however, minors under the age of fourteen (14) may not serve as a volunteer. This policy does not apply to situations in which a minor is a student in a dual enrollment program. Volunteers may not work in capacities requiring access to confidential information or serve in positions which require systems access, entry access or a Panther ID to perform duties assigned by the department. Nor does this policy apply when an adult or a minor is on campus as part of camp or other enrichment activity. Regular and temporary faculty and staff should consult with their chair/supervisor prior to engaging in volunteer activities for FIU events.

Reason for Policy

To specify methods and responsibilities involved in utilizing the services of external volunteers to assist in programs administered by Florida International University.

Related Information

Florida Statute Sections 110.501 and 768.1355
State Workers' Compensation

Definitions

Volunteers: Uncompensated individuals who perform services directly related to the business of the University. If the service is required for coursework at FIU, the person is considered a student and not a volunteer. Volunteers are classified as either a “regular-service volunteer” or an “occasional-service volunteer.” Solely for purpose of this policy, guest speakers, members of alumni or advisory boards for colleges and schools, and University Board of Trustees are not included in the definition of volunteer.

Regular-Service Volunteers: “Regular-service volunteer” means any person engaged in specific voluntary service activities on an on-going or continuous basis. Examples of regular service volunteers include, but not limited to, athletic team volunteers, student organization volunteer advisors, and library program volunteer counselors.

Occasional-Service Volunteers: “Occasional-service volunteer” means any person who offers to provide a one-time or occasional voluntary service. Examples of occasional service volunteers include but are not limited to Parent Association volunteers, student move-in day volunteers, and fundraising volunteers. Most volunteers whose services are limited to one day will be considered occasional-service volunteers.

Camps-on Campus: An organization set of activities that are mainly designed to provide enrichment to the participants and not as a direct benefit to FIU. For example, a group of high school students interested in art history may participate in a camp at one of FIU’s museums. While there may be an indirect benefit to FIU from more people learning about the museum and ticket sales, the main purpose of the event is to enrich the participants.

Flexible Work Schedule (Flextime)

Policy Statement:

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

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

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

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

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

Reason for Policy:

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

FMLA, Maternity/Paternity, and Medical Leave

Policy Statement:

FAMILY MEDICAL LEAVE ACT (FMLA) (Applies to all Employees)

The Family and Medical Leave Act of 1993 (FMLA) entitles employees of covered employers to take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave. Eligible employees are entitled to:

- Twelve workweeks of leave in a 12-month period for:
 - the birth of a child and to care for the newborn child within one year of birth;
 - the placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement;
 - to care for the employee's spouse, child, or parent who has a serious health condition;
- The serious health condition that makes the employee unable to perform the essential functions of his or her job;
- Any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on "covered active duty;" or
- Twenty-six workweeks of leave during a single 12-month period to care for a covered service member with a serious injury or illness if the eligible employee is the service members' spouse, son, daughter, parent, or next of kin (military caregiver leave).

Eligible employees:

- Have worked for the employer at least 12 months; and
- Have worked at least 1,250 hours during the 12 months prior to the start of the FMLA leave or fall under other specific FMLA regulations related to break in service.

PARENTAL LEAVE (Excludes Temporary and Student Workers)

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

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

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

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

PARENTAL LEAVE (Excludes Temporary and Student Workers)

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

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

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

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

MEDICAL LEAVE (Excludes Temporary and Student Workers)

Medical leave applies to an employee who does not meet the initial eligibility requirements for FMLA or who has exhausted their FMLA coverage and who is absent four or more days due to his/her serious health condition or to care for an immediate family member.

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

Leave Entitlement for FMLA/Parental/Medical

- Leave may be taken on a continuous, intermittent, reduced workday/workweek basis or a combination thereof.

- For the birth or placement of a child, leave entitlement expires at the end of the twelve (12) month period beginning on the date of the birth and/or placement of a child.
- Spouses who are both employed by the University may be limited to a:
 - Combined total of twelve (12) weeks of leave during a twelve (12) month period if the leave is taken to care for the employee's immediate family member with a serious health condition or for the birth or placement of a child; or
 - Combined total of twenty-six (26) weeks of leave during a single twelve (12) month period to care for a covered military service member with a serious injury or illness.

While an employee is on leave, the University will continue paying the matching portion of the employee's health and basic State life insurance premiums in accordance with State Regulations.

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

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

Reason for Policy:

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

DEFINITIONS

"Child" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis who is either under 18 years of age or is 18 years of age or older and "incapable of self-care because of a mental or physical disability" at the time FMLA leave is to commence.

"Covered active duty" means (a) in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and (b) in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty under a provision of law referred to in section 101(a)(13)(B) of title 10, United States Code.

"Covered Service Member" means (a) a member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness: or (b) a veteran who is undergoing medical treatment,

recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

“Immediate Family” means spouse, parent (not parent-in-law), son or daughter (under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability).

“Next of kin” means nearest blood relative other than the current servicemen’s spouse, parent, and child.

“Parent” means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the employee when the employee was a child. This term does not include parents “in law”.

“Qualifying exigencies” may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

“Rolling twelve (12) month period” means a period measured backward from the date an employee uses any FMLA leave.

“Spouse” means a husband or wife as defined or recognized in the State where the individual was married and includes individuals in a same-sex marriage or common marriage.

Holidays

Policy Statement:

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

The approved Holidays are:

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

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

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

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

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

Reason for Policy:

To establish holidays observed by the University.

Lead Worker Pay

Policy Statement:

A non-exempt employee may be designated as Lead Worker if:

- The employee occupies one of at least three positions in the same class and in the same work unit.
- The employee is assigned limited coordinative duties in addition to the normal duties associated with the position.
- The Lead Worker designation cannot be used to create an intermediate level of supervision.
- The employee works in a geographically separate location from the main work unit.
- A five percent (5%) pay adjustment will be provided for the Lead Worker assignment.

Reason for Policy:

To establish a policy for non-exempt employees who serve as Lead Workers.

Learning Opportunities

Policy Statement:

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

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

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

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

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

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

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

Reason for Policy:

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

Leave Pending Investigation

Policy Statement:

When the President or designee has reason to believe that the presence of an employee on university property presents a threat to the health or safety of the employee or anyone in the university community, or represents a threat of substantial disruption or interference with the

normal operations of the university community, the President or designee may place the employee on paid or unpaid leave pending investigation of the occurrence. The President or designee may also direct that the employee be removed from university property until the investigation is completed.

Reason for Policy:

To establish a policy on granting leave pending an investigation.

Definition:

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

Mandatory Leave Policy

Policy Statement:

Mandatory Leave. At least once per fiscal year, employees are required to take at least five (5) consecutive work days of leave. During this leave period, employees are prohibited from performing any work, including responding to or checking University emails, or otherwise communicating with any University employee regarding work related matters. Access to the University systems will be temporarily suspended during this leave period.

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

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

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

Alternate, Temporary Assignment In Lieu of Leave. In lieu of taking leave to comply with this policy, employees may request to be temporarily assigned to a position or task that is not covered by this policy for a period of five (5) consecutive work days. The request must be made and approved by the Controller at least two (2) weeks in advance of the beginning date of the temporary assignment. The Controller will provide employees with specific information about the tasks they are to perform during the five (5) day period. Employees who request and are

approved to work in a non-covered role for a period of five (5) consecutive work days will receive their normal pay for hours worked during the temporary assignment. However, access to the University systems will still be temporarily suspended during this period and during the temporary assignment employees are prohibited from performing any work that they performed in their permanent role.

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

Reason for Policy:

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

Mandatory Reporting of Child Abuse, Abandonment and Neglect

POLICY STATEMENT

General Child Abuse, Abandonment and Neglect Reporting Obligations

The provisions of this policy apply to all Florida International University (FIU) faculty, staff, students and volunteers. This policy implements the mandatory reporting obligations in Florida law regarding child abuse, abandonment and neglect.

In the State of Florida, any person who knows, or has reasonable cause to suspect, that a child is abused, abandoned or neglected must immediately report this information to the Florida Department of Children and Families (DCF) in order that no harm comes to the child.

In the course of their employment, research, service and/or academic endeavors, all FIU faculty, staff, students and volunteers are expected to report instances of child abuse, abandonment and neglect which they know of or have reasonable cause to suspect. FIU strives to create an environment where anyone who knows of, or has reasonable cause to suspect, child abuse, abandonment or neglect feels empowered to report it without any fear of retaliation.

Additionally, any person who knows, or has reasonable cause to suspect, that a child is the victim of childhood sexual abuse or the victim of a known or suspected juvenile sexual offender must immediately report the information to the DCF.

The means to contact DCF are set forth below in the Procedures section.

Special Rules for FIU Administrators and FIU Police Department Personnel

Each FIU Administrator (as defined in this policy) or FIU Police Department personnel who receives information from a FIU faculty, staff or other employee of known or suspected child abuse, abandonment, or neglect committed on the property of the university or during an event or function sponsored by the university is required to report such information immediately to DCF. Reporting to DCF by FIU Police Department personnel shall be in accordance with their established procedures.

A report must be made by the FIU Administrator to DCF in every instance in which he or she learns of known or suspected child abuse abandonment, or neglect committed on the property of the university or during an event or function sponsored by the university even if the FIU Administrator knows that a report to DCF has already been made by another individual or department (e.g., Police Department). Thus, if multiple FIU Administrators learn of the known or suspected child abuse, abandonment, or neglect at the same time, it is advisable for all Administrators to submit one report to DCF via fax that includes the names of all Administrators with knowledge, or for all Administrators to be on the same telephone call with DCF. If a telephone call is made, the signatures of those present should be recorded for internal purposes. Circumstances may dictate that one method be used over the other.

If the child is in imminent danger or risk of harm and requires immediate protection, contact the FIU Police Department or 911 prior to contacting DCF.

Knowing and willful failure by any FIU Administrator or FIU Police Department personnel to report this information to DCF may lead the Florida Board of Governors to impose a \$1 million fine against FIU. A \$1 million fine may also be imposed by the Florida Board of Governors against FIU in any instance wherein an FIU Administrator knowingly and willfully prevents another person from making a report to DCF.

Violation of this policy may lead to appropriate disciplinary action, up to and including termination of employment.

REASON FOR POLICY

This policy provides guidance regarding mandatory reporting requirements for child abuse, abandonment, and neglect pursuant to Fla. Stat. Sections 39.201 and 39.205; procedures for reporting and consequences for failure to report. This law was revised during the 2012 regular session of the Florida Legislature in order to strengthen child abuse reporting obligations at colleges and universities, private and public alike, by including specific responsibilities for university Administrators and law enforcement agencies and providing fines for failing to meet the statutory requirements.

RELATED INFORMATION

Florida Statutes, Sections 39.201 and 39.205

DEFINITIONS

Abuse (Child): means any willful act or threatened act that results in any physical, mental, or sexual injury or harm that causes or is likely to cause the child's physical, mental, or emotional health to be significantly impaired. Abuse of a child includes acts or omissions.

Abandoned: means a situation in which the parent, legal custodian of a child, or the caregiver, while being able, has made no significant contribution to the child's care and maintenance or has failed to establish or maintain a substantial and positive relationship with the child.

Administrator: In accordance with the Florida Board of Governors Regulation 3.002, "administrator" means the following high level personnel who have been assigned the responsibilities of university-wide academic or administrative functions: university president, provost, senior/executive vice presidents, vice presidents, associate vice presidents, associate/vice provosts, deans, chief of police, equal opportunity programs director, intercollegiate athletics director, internal audit director, Title IX coordinator and university compliance officer.

Adult: means any natural person other than a child.

Alleged juvenile sexual offender: means a child 12 years of age or younger who is alleged to have committed a violation involving a sexual act or act of obscenity, or who is alleged to have committed a violation of law or delinquent act involving juvenile sexual abuse.

Child (Minor): means any unmarried person under the age of 18 years who has not been emancipated by order of the court.

DCF: means the Florida Department of Children and Families.

Harm: to a child's health or welfare occurs when any person inflicts or allows to be inflicted upon the child physical, mental, or emotional injury.

Institutional child abuse: means situations of known or suspected child abuse in which the person allegedly perpetrating the child abuse is an employee of a private school, public or private day care center, institution, facility, or agency or any other person at such institution responsible for the child's care.

Juvenile (Children) sexual abuse: means any sexual behavior committed by a juvenile against another juvenile that occurs without consent, without equality, or as a result of coercion.

Law enforcement agency: In accordance with the Florida Board of Governors regulation 3.002, law enforcement agency means the campus police department established by the university (University Police Department). The chief of police for the University Police Department is the reporting individual.

Mandatory Reporter: means any person who knows, or has reasonable cause to suspect, that a child is abused, abandoned, or neglected.

Neglect: occurs when a child is deprived of, or is allowed to be deprived of, necessary food, clothing, shelter, or medical treatment or a child is permitted to live where such deprivation occurs or in an environment that causes the child's physical, mental, or emotional health to be significantly impaired or to be in danger of being significantly impaired.

Professionally Mandatory Reporter: means anyone who is legally required to provide his or her name to the DCF Abuse Hotline when reporting.

- Professionally Mandatory Reporters include, but are not limited to:
 - Physician, osteopathic physician, medical examiner, chiropractic physician, nurse, or hospital personnel engaged in
 - the admission, examination, care, or treatment of persons;
 - Health or mental health professional;
 - Practitioner who relies solely on spiritual means for healing;
 - School teacher or other school official or personnel;
 - Social worker, day care center worker, or other professional child care, foster care, residential/ institutional worker;
 - Law enforcement officer; or
 - Judge.

Victim: means any child who has sustained or is threatened with physical, mental, or emotional injury identified in a report involving child abuse, abandonment, or neglect, or child-on-child sexual abuse.

PROCEDURES

How to report suspected child abuse (including childhood sexual abuse), abandonment, or neglect:

1. All instances of known or suspected child abuse, abandonment, or neglect must be reported once you know or have reasonable cause to suspect that a child has been abused, abandoned or neglected, immediately and without delay, to DCF by:

- Telephone to the Florida Abuse Hotline: 1-800-96ABUSE or 1-800-962-2873 or TDD (Telephone Device for the Deaf): 1-800-453-5145 (The toll free numbers are available 24/7; DCF abuse hotline counselors will assist you);
- Facsimile: 1-800-914-0004 (Florida Abuse Hotline's fax reporting form is available from DCF at [Http://www.dcf.state.fl.us/programs/abuse/docs/faxreport.pdf](http://www.dcf.state.fl.us/programs/abuse/docs/faxreport.pdf)); or
- Web reporting option at <http://www.dcf.state.fl.us/abuse/report/> (Note: Web reporting should not be used for situations requiring immediate attention or if you wish to remain anonymous. Please contact the Hotline's toll free reporting number if you believe a child is at imminent risk of harm.)

2. If a child is in imminent danger and requires immediate protection, you must first contact law enforcement personnel.

- o On-campus, contact the FIU Police Department at:

- Modesto Maidique Campus (MMC): (305) 348-5911
- Engineering Campus (EC): (305) 348-5911
- Biscayne Bay Campus (BBC): (305) 919-5911

- o All other campuses and off-campus locations: Dial 911

3. When making a report to DCF, the following is necessary to the extent it is available to the person making the report:

- o Victim's name, possible responsible person, or alleged perpetrator's name(s).
- o Complete addresses for subjects and/or directions to their location.
- o Telephone numbers, including area code.
- o Estimated or actual dates of birth.
- o A brief description of the abuse, neglect, abandonment, or exploitation, including physical, mental or sexual injuries, if any.
- o Names of other residents and their relationship to the victim(s), if available.
- o The relationship of the alleged perpetrator to the victim.

4. It is essential to maintain a record of your report to DCF. Reporting by facsimile or Web-based reporting ensures that you will have a written record of your report. If you call the Florida Abuse Hotline, you should make a note of the date and time of the call and the DCF abuse hotline counselor's first name and three-digit identification number, which are provided when the report is made. You should also record the names of those present during the telephone call with accompanying signatures. You will want to keep this documentation to demonstrate that you made the required report. As this report is confidential you must keep this documentation in a secure location.

5. Please note that a Mandatory Reporter (see definition) may remain anonymous when making a report to DCF whereas a Professionally Mandatory Reporter (see definition) must identify him/herself when reporting.

6. FIU faculty, staff, students and volunteers are encouraged to inform their supervisors that a report to DCF has been made if it is appropriate under the circumstances. This determination must be made by the reporter upon review of the specific circumstances leading to the report, including any guidance received from DCF. Respecting the privacy of the victim must be weighed against the need that the supervisor may have to take appropriate and immediate action. In addition, FIU faculty, staff, students and volunteers are encouraged to notify the FIU Police Department even in those instances in which the child does not need immediate protection (see paragraph 2 above). Notifying the University Police will help the University remain compliant with its crime statistics reporting obligations under the Clery Act and other applicable federal and state laws.

7. As it relates to sponsored research projects, FIU personnel working on these projects are reminded that the award documentation and/or contractual agreements with the sponsor may require notification not only to DCF, but also to the project sponsor. In the event FIU personnel have any questions regarding their reporting obligations

Non-Retaliation:

1. No employee of the university may be subjected to retaliation because of good faith reporting of child abuse. Under Florida law, a person who makes a child abuse, abandonment, or neglect report shall have a civil cause of action for compensatory and punitive damages against any person who causes detrimental changes in the employment status of such reporting person by reason of his or her making such report.
2. Any person, official, or institution reporting in good faith any instance of child abuse to the DCF or any law enforcement agency is immune, by law, from any civil or criminal liability.

Failure to report:

1. A person who is required to report known or suspected child abuse, abandonment, or neglect and who knowingly and willfully fails to do so, or who knowingly and willfully prevents another person from doing so, commits a felony of the 3rd degree punishable by up to 5 years imprisonment and a \$5,000.00 fine.
2. A person who knowingly and willfully makes a false report of child abuse, abandonment, or neglect, or who advises another to make a false report, is guilty of a felony of the 3rd degree, punishable as provided above.
3. A fine of \$1 million shall be assessed against a university in the event the Florida Board of Governors determines that a university administrator knowingly and willfully failed to make a required report to DCF, or knowingly and willfully prevented another person from doing so.
4. A fine of \$1 million shall be assessed against a university in the event the Florida Board of Governors determines that the university law enforcement agency knowingly and willfully failed to make a required report to DCF.

Training:

- In order to better foster a thorough understanding of the obligation to report child abuse, abandonment, or neglect, training will be required for:
 - All FIU Administrators, as defined by this policy
 - All FIU University Police Department personnel
- In addition, appropriate training will be strongly recommended for:
 - All FIU faculty, staff, students and volunteers whose work or services on behalf of FIU require frequent contact with minors
 - Department heads of units that sponsor events, programs or activities on or off campus that anticipate the participation of minors, as well as the employees and volunteers in their units

- This provision does not replace or supersede existing education and training requirements in the area of child abuse prevention and reporting that are in place at FIU due to licensure, educational, or other professional/occupational requirement.

Military Leave

Policy Statement:

An employee, except an employee in a temporary position, who performs voluntary or involuntary duty in the uniformed services shall be eligible for military leave and re-employment rights consistent with federal and state laws.

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

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

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

Upon separation from the military service, the employee shall be eligible to return to the position that the employee would have held but for military leave, or a position of like seniority, status and pay, provided that the employee is qualified to perform the job duties. If the employee cannot qualify for the new position, the employee shall be eligible to be reemployed in the former pre-service position or a position of like seniority, status and pay. The employee will be eligible for reemployment by meeting the following criteria:

1. The employee provided advance written or verbal notice of the employee's service unless the giving of such notice was precluded by military necessity or the giving of such notice was otherwise impossible or unreasonable;
2. The employee has five years or less of cumulative service in the uniformed services in his or her employment relationship with the University;
3. The employee returns to work or applies for reemployment within the statutory guidelines provided below; and,

4. The employee has not been separated from service with a disqualifying discharge or under other than honorable conditions.

Period of time in military service	Timeline to return to the University
Less than 31 days	By the beginning of the first regularly scheduled work period after the end of the calendar day of duty, plus time required to return home safely and an eight hour rest period. If this is impossible or unreasonable, then as soon as possible.
31 days - 180 days	The employee must apply for reemployment no later than 14 days after completion of military service. If this is impossible or unreasonable through no fault of the employee, then as soon as possible
181 days or more	The employee must apply for reemployment no later than 90 days after completion of military service.
Service-connected injury or illness	Reporting or application deadlines are extended for up to two years for persons who are hospitalized or convalescing.

Employees who have been rated by the United States Department of Veterans Affairs or its predecessor to have incurred a military service connected disability and has been scheduled by the United States Department of Veterans Affairs to be reexamined or treated for the disability shall be granted administrative leave for such reexamination or treatment without loss of pay or benefits. Such paid leave may not exceed 48 hours per calendar year.

Purpose:

To define the leave specifications and reemployment of employees on Military Leave.

Definitions:

“USERRA” Uniformed Services Employment and Reemployment Rights Act of 1994 is a federal law that establishes rights and responsibilities for uniformed service members and their civilian employers.

“Service Connected Disability” refers to (1) a veteran who is entitled to compensation under laws administered by the Department of Veterans’ Affairs, or (2) an individual who was discharged or released from active duty because of a service-connected disability (38 U.S.C. 4211 (3); 29 U.S.C., Chapter 19, section 1503 (27)(C)

RELATED INFORMATION

USERRA – The Uniformed Services employment and Reemployment Rights Act
Florida Chapter 115.01 Leave of absences for military service
Florida Chapter 115.14 Employees
Florida Chapter 110.119 Administrative leave for military-service-connected disability

Neutral, Internal Resolution of Policy Disputes

Purpose:

To establish and maintain a process for resolving disputes concerning BOT-AFSCME Policies attached to the BOT-AFSCME Agreement and applicable University Policies that impact the terms and conditions of employment of the AFSCME unit members (the “Policies”). This policy covers any discipline involving a written reprimand, suspension, demotion, or involuntary termination.

[NOTE: Any action resulting from any violation of the FIU Regulation-105 Sexual Harassment \(Title IX\) or Sexual Misconduct will not be covered by the Neutral, Internal Resolution of Policy Disputes Policy; instead click here for more information regarding the appropriate procedures.](#)

Policy:

1. Policy/Informal Resolution.

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

2. Resort to Other Procedures and Election of Remedy.

The commencement of legal proceedings against University in a court of law or equity, or before the Public Employee Relations Commission, for misapplication or misinterpretation of the terms of any Policy, shall be deemed an election of remedy and shall be a waiver by the

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

In the event that the complaint involves an act or omission which could be handled by either this Policy or the Grievance and Arbitration Procedure set forth in the collective bargaining agreement, the filing of a complaint under this Policy constitutes a waiver of the filing of a grievance under the Article.

3. Definitions and Forms as used in this Policy:

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

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

(c) Complaint Forms. The "complaint forms" constitute the Complaint (the "Step 1 form"), Request for Step 2 Review (the "Step 2 form"), and Notice of Demand for Internal Policy Dispute Resolution by a Panel (the "Step 3 form"). The parties may agree to consolidate complaints of a similar nature to expedite the review process. In a consolidated complaint, one appropriate Form may be attached, bearing the signatures of the complainants

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

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

(f) University Representative. The term "University Representative" means the Director of Employee Labor Relations or designee.

4. Burden of Proof. In all complaints, except disciplinary complaints in accordance with the BOT-AFSCME Policy on Disciplinary Actions, the burden of proof shall be on the complainant. In

disciplinary complaints, the burden of proof shall be on the University.

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

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

7. Appearances.

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

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

8. Time Limits; Date of Receipt.

All time limits in this Policy may be extended by mutual agreement of the parties in writing. For the purpose of determining deadlines for actions as set forth in this Policy, the parties agree that, if said deadline falls on a weekend or University recognized holiday, the deadline for said action shall be on the following business day. Mutual agreement may be evidenced by email exchanges. Upon the failure of the complainant or AFSCME, where appropriate, to file an appeal within the time limits provided in this Policy, the complaint shall be deemed to have been resolved at the prior step.

The date of receipt shall not be included in the count of days. All complaint forms shall be dated when the complaint is received by the applicable University official described below depending on the step. Compliance with any time limit under this Policy shall be determined by the date-stamped receipt executed by the office receiving the complaint or the person receiving the decision. If there is difficulty in meeting any time limit in Step 1 or Step 2, the AFSCME representative may sign such documents for the complainant, however, complainant's signature shall be provided prior to the Step 2 meeting.

9. Copy of Personnel File

Copies of the personnel file may be furnished upon request at a cost of \$0.15 per page.

However, in the event an employee files a complaint under the Internal Resolution Process Policy, the employee has the right to one (1) copy of his or her personnel records at no cost.

Procedures:

1. **INFORMAL RESOLUTION.** The parties strongly encourage the informal resolution of issues that may be complaints. The complainant may (but is not required to) attempt to resolve his/her complaint with his/her supervisor. 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 supervisor 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 supervisor will respond with a meeting date and time within five (5) days of the request. If the supervisor determines that the Department action should be changed, the supervisor will offer the change to the complaint. If the complainant accepts the change, the matter will be considered resolved and there will be no further review. If the supervisor 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 1 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 not to use the informal resolution process but wants to file a complaint, the complainant or AFSCME (upon request of the complainant) may proceed to Step 1 by filing a fully executed Step 1 form (attached). The Step form must be filed the Vice President of Human Resources or designee within seven (7) days after receipt of the Step 1 decision by the complainant and/or complainant's representative or when the answer was due in the Step 1 process.

(b) Meeting. The Vice President for Human Resources or designee shall investigate the alleged complaint and shall, within fifteen (15) days or other mutually agreeable date of receipt of the written complaint, conduct a meeting between the Vice President for Human Resources or designee, other University representatives as necessary, the complainant and/or the complainant's Union representative. At the Step 2 meeting, the complainant shall have the right to present any evidence in support of the complaint. The parties present at the Step 2 meeting shall discuss the complaint. Any party bringing legal counsel to the Step 2 meeting shall provide at least five (5) days' advance written notice to all other parties. The complainant may bring an interpreter to the Step 2 meeting at his or her own cost.

(1) Documents. In advance of the Step 2 meeting, the complainant shall have the right, upon written request to the Vice President of Human Resources or designee, to a copy of any identifiable documents relevant to the complaint.

(2) Decision. The Vice President for Human Resources or designee shall notify the complainant of a decision in writing no later than seven (7) days following the meeting. A copy of the decision shall be sent to the complainant, the complainant's representative, and AFSCME (if complainant elected self-representation

or representation by legal counsel). Failure of the Vice President for Human Resources or designee to timely respond shall be considered a denial of the complaint and shall entitle the complainant to appeal to Step 3. If the University fails to provide a Step 2 decision within the time limits provided in this Policy due to a University-caused delay, the University shall pay all costs of the Step 3 process should the employee or AFSCME elect to take the complaint to that step.

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

(a) Filing.

If the complaint has not been satisfactorily resolved at Step 2 or the Vice President of Human Resources or designee has failed to respond within the Step 2 deadlines, the complainant or AFSCME (upon the request of the complainant) may proceed to Step 3 by filing a fully executed Step 3 form (attached). The Step 3 form must be filed with the Vice President of Human Resources or designee within seven (7) days after receipt of the Step 2 decision by the complainant and/or complainant's representative or when the answer was due in the Step 2 process. The complaint may be withdrawn by the complainant or by the AFSCME representative at any point prior to issuance of the Panel's decision by providing written notification to the Vice President of Human Resources or designee.

(b) Selection of the Panel Members.

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

(1) The Vice President of Human Resources or designee shall appoint one

member of the Panel who shall be a current or former University employee or University alumni.

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

(3) The third member of the Panel shall be a professional labor mediator. Each party shall provide the other party with a list of five (5) potential members for the third member of the Panel. Each party shall alternatively strike a potential Panel member from the list until one remains with a coin toss used to determine which party strikes first. No person involved in any business, employment or other relationship with the University that could reasonably be presumed to create a conflict of interest with that person's obligations as a neutral mediator of disputes involving the University shall be eligible for inclusion as the third member of the Panel.

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

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

(e) Authority of the Panel.

(1) Only complaints based on events or occurrences which occur after the date of the execution of the current collective bargaining agreement with the parties (the "Agreement") can be processed under this Policy. After the expiration of the current Agreement, there is no duty upon the University to process any complaint unless the facts upon which the complaint is based occurred prior to the expiration of the Agreement. The Panel shall not receive into evidence nor rely upon any past practices that occurred after the date of the execution of the current Agreement.

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

(3) The Panel shall not add to, subtract from, modify, ignore, or alter the terms or provisions of any Policy, or the provisions of applicable law, rules, or regulations having the force and effect of law. Neutral, Internal Resolution of Policy Disputes by a Panel shall be confined solely to the application and/or interpretation of Policies and the precise issue(s) submitted for Neutral, Internal Resolution of Disputes. In rendering its decision, the Panel shall refrain from issuing any statements of opinion or conclusions not essential to the determination of whether the act or event giving rise to the complaint violated applicable

University regulation or policy.

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

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

(f) Conduct of Hearing.

The Panel shall hold the hearing in Miami-Dade County unless otherwise agreed by the parties in writing. The hearing shall commence within sixty (60) days of all Panel members' acceptance of selection, or as soon thereafter as is practicable. The parties shall stipulate to the issue(s) prior to the hearing before the Panel. If the parties are unable to stipulate to the issue(s) prior to such hearing, the parties shall proceed to a hearing on applicability of this procedure based on either procedural or substantive concerns ("applicability"). Issues of applicability shall be bifurcated from the substantive issues and, whenever possible, determined by means of a hearing conducted by conference call. The Panel shall have ten (10) days from the hearing on applicability to render a decision on the applicability issues. If the process is judged to be applicable to the complaint, the Panel shall then proceed to hear the substantive issue(s) in accordance with the provisions of this Policy.

The Panel shall issue the decision within thirty (30) days of the close of the hearing on the substantive issue(s) or the submission of briefs, whichever is later, unless additional time is agreed to by the parties in writing. The decision shall be in writing and shall set forth findings of fact, reasoning, and conclusions on the issues submitted. Except as expressly specified in this Policy, the provisions of the Florida Arbitration Code, Chapter 682, Florida Statutes, shall not apply. Except as modified by the provisions of this Policy, Neutral, Internal Resolution of Policy Disputes by a Panel, proceedings shall be conducted in accordance with the Labor Arbitration Rules and Procedures of the American Arbitration Association.

(g) Effect of Decision. The decision or award of the Panel shall be final and binding upon the University, AFSCME, and the complainant if either party may appeal to an appropriate court of law a decision that was rendered by a Panel acting outside of or beyond the Panel's jurisdiction pursuant to Florida law concerning the right of appeal of a similar decision rendered in an arbitration.

(h) Venue. For purposes of venue in any judicial review of a Panel's decision issued under

this Policy, the parties agree that such an appeal shall be filed in the courts in Miami-Dade County, Florida unless both parties specifically agree otherwise in a particular instance. In an action commenced in Miami-Dade County, neither the University nor AFSCME will move for a change of venue based upon the defendant's residence in-fact if other than Miami-Dade County.

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

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

(k) The complainant or AFSCME shall have only one opportunity to amend or supplement the complaint. No complaint can be amended or supplemented after Step 2.

4. Provisions Applicability to the Policy.

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

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

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

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

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

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

within seven (7) days following the conclusion of the Step 3 hearing to be followed by a written opinion and award in accordance with the provisions of this Policy.

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

On-Call Pay

Policy Statement:

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

Exempt employees will not be eligible to receive on call pay.

In an emergency or other unforeseen circumstances, a university may verbally instruct an employee to be on-call for a period of not more than twenty-four (24) consecutive hours. The employee shall not be eligible for on-call payments more than the period for which verbal instructions are appropriate.

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

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

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

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

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

Reason for Policy:

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

Operating Hours, Rest, and Meal Periods

Policy Statement:

Rest Period Breaks:

- The University supports rest periods even though it is not required by the Fair Labor Standards Act (FLSA).
- A rest period of 15 minutes in the middle of each four-hour work period is considered compensable time. Rest periods may not be used (1) to offset late arrival or early departure from work or (2) to accumulate paid time off from one day to the next.
- Rest period breaks that are longer than 30 minutes are not compensable.
- An employee must be released of all their duties and responsibilities during the break period.

Meal Periods:

- A meal period lasting 30 minutes or longer is not considered compensable time, according to the FLSA. A meal period of less than 30 minutes and approved by the respective supervisor is considered time worked, and therefore, compensable.
- If work is being performed and the employee is not relieved of his/her duties during a meal period, then the time would be considered compensable.
- An employee must be released of all their duties and responsibilities during the meal period.

Reason for Policy:

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

Overtime Pay and Compensatory Time

Policy Statement:

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

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

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

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

Non-exempt employees must use accrued compensatory time within 180 (one hundred eighty) days of its accrual, provided that to do so would not unduly disrupt the operations of the University. If the accrued compensatory time is not used within 180 (one hundred eighty) days, the University shall make cash payment to the employee for the overtime hours worked.

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

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

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

When an employee is changed from a non-exempt to an exempt position, all accrued compensatory time will be paid before the change takes place. [The University will notify the Union upon written request by AFSCME on a quarterly basis.](#)

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

Any employee with accrued compensatory hours on record with Human Resources on December 24, 2011 is excluded from having to use or be paid the accrued hours within the 180 (one hundred eighty) day period.

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

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

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

Reason for Policy:

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

Procedure:

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

[Unit heads shall manage lists by seniority and by shifts \(day and evening\). Employees working the day shift would have opportunities to work the evening shift and employees working the evening shift will have opportunities to work the day shift.](#)

[Overtime will be assigned by project and not by days. For example, if a request for overtime from Athletics to work a 3-day event – the work order will be counted as one event and assigned to an employee\(s\) needed for the event. The university will not assign three \(3\) individuals to work the three \(3\) days. This is to ensure consistency, efficiency in customer service.](#)

[Some paying customers for various reasons request certain individuals to work their events. During these circumstances, the university will not follow the rotation schedule. Employees working in paying customers' events shall receive overtime pay for the duration of the event if](#)

[eligible to receive overtime for that pay period.](#)

Performance Excellence Process (PEP)

Policy Statement:

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

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

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

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

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

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

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

An employee who is involuntarily demoted or dismissed for an evaluation of not meeting performance standards may seek review under the Internal Resolution Process. The review shall be solely to determine whether the performance evaluation was done in an arbitrary or capricious manner. The neutral reviewer shall not substitute his/her judgments regarding an employee's performance for that of the evaluator.

Reason for Policy:

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

Personal Leave of Absence without Pay**Policy Statement:**

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

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

An employee does not accrue leave during the LOA without Pay portion of the leave. An employee shall not receive pay for holidays that fall within the period of the LOA.

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

Upon completion of an approved LOA without pay, the employee is to be returned to the position formerly occupied, or to a position with equivalent status, pay, benefits and other employment conditions.

Reason for Policy:

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

Professional Development Leave**Reason for Policy:**

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

Policy Statement:

Professional Development Leave is granted to increase an exempt employee's value to the University as well as to the employee's position and/or professional expertise. These opportunities should include enhanced opportunities for professional renewal, educational

travel, study, field observations, research, writing, or professional development. This leave is in part to be granted to allow the employee to further his/her education.

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

- The employee's work performance is rated often/far exceeds on the Performance Excellence Process (PEP).
- The University deems that there are acceptable resources and adequate coverage available during the employee's absence. Eligible employees may be asked to time their professional development leave in accordance with program needs and the ability of the department to finance the leave.
- The employee provides a detailed description and documentation of the professional development opportunity as well as a report once the leave is completed
- Professional development leave could be at half pay for a full academic year or at full pay for one semester.
- The employee must guarantee that at the end of the leave, he/she will return to employment at the University for at least one (1) year following the leave. An employee who does not return to the University shall reimburse the University for the salary received during the professional development leave.
- If the employee receives outside income as a result of the professional development experience, he/she must report such income to the University. University compensation will normally be reduced by the amount necessary to bring the total income for that period to a level comparable with the employee's normal position.
- Once the time period for the professional development leave is agreed upon in writing, it cannot be extended. If it is shortened, prior notice to the supervisor is required.
- The employee and supervisor agree to and understand that the position will remain open and available when the employee returns.
- An employee may request only one Professional Development Leave every six years.

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

Promotions, Demotions & Transfers

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

Promotion

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

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

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

Demotion

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

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

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

Transfer

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

An employee being transferred usually maintains their current salary.

Recruitment & Selection

Policy Statement:

Florida International University shall recruit external and internal employees through competitive searches and internal marketing and promotional processes. Recruitment & Selection processes must be guided by the University's commitment to diversity. Internal recruitment will be utilized to support career mobility of qualified existing employees, consistent with the University's commitment to diversity. The recruitment and selection of new hires and internal promotions and transfers must be approved by the Division of Human Resources.

Reason for Policy:

The purpose of this policy is to ensure that Florida International University will attract and retain diverse and the most highly qualified workforce available to effectuate its academic research, and service mission. It is our intention to make public, any information about employment opportunities at the University to as many people as necessary to ensure compliance with the EEO and other applicable laws. To do so, it is essential to conduct effective

external recruitment searches and also support current employees in their career goals by providing fair and equitable internal transfer and promotional processes.

This policy is specifically concerned with the recruitment phase of the selection process and addresses the behavior expected from all persons in the University community who have a role in conducting specific recruitment activities when an employment opportunity exists.

Commitment to EEO/AA and Diversity

It is required by law that Florida International University provides equal employment opportunity to all, without regard to race, color, religion, age, disability, sex, sexual orientation, national origin, marital status, and veteran status. It is further required by law that the University ensures that its policies and practices are non-discriminatory. As a federal contractor, goals have been established to address any underutilization of women and/or minorities.

The Equal Opportunity Program & Diversity department annually updates its written plan for Women and Minorities. Upon completion, the University analyzes the participation of women and minorities in each job group. The University must be able to document that it made good faith efforts to meet any established goals, which means that the appropriate steps will be taken to ensure that persons of the underutilized group, whether women or minorities or both, as well as all others, are considered in the selection process.

Separations of Employment

Policy Statement:

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

Separations from University employment may include the following:

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

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

Job Abandonment - Occurs when an employee is absent without approved leave for three (3) or more consecutive scheduled workdays. Such action represents an abandonment of position, and the employee will be automatically terminated. If the employee's absence is for reasons beyond the control of the employee and the employee notifies the University as soon as

practicable, the University will review the circumstances surrounding the absence on an individual basis to determine if it is to be considered abandonment of position.

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

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

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

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

- Allow the employee to continue to work at the University during the notification period in the same position or in a different position;
- Place the employee on leave with pay during the notification period
- Pay the amount due to the employee in salary during the notification

period as a lump sum payment and cease employment of the employee immediately; or

- Take a course of action that is a combination of any of the above.

Terminations based on discriminatory reasons are prohibited.

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

Reason for Policy:

To administer a uniform process for employee separations.

Shift Differential Pay

Policy Statement:

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 5% is paid for shifts where the majority of the hours fall after 6:00 P.M.

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

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

Reason for Policy:

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.

Sick Leave

Policy 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 as of July 1, 2005 will be grandfathered under the previous sick leave policy for purposes of receiving payment for accumulated sick leave hours upon separation of employment from the University. Only sick leave hours accumulated prior to the above stated effective date will be paid out, in accordance with the established maximum amounts as indicated on the previous policy.

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

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

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

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

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

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

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

**FLORIDA INTERNATIONAL UNIVERSITY
SICK LEAVE ACCRUAL**

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

Reason for Policy:

To administer the accrual and appropriate use of sick leave.

Definition:

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

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

Sick Leave Pool

Policy Statement:

Participation in the Sick Leave Pool (SLP) shall be voluntary on the part of eligible employees.

Eligibility in the SLP is extended to employees after completion of six months of employment with the University, provided that a minimum of forty (40) hours of sick and/or vacation leave has been accrued by full-time employees, or at a rate directly proportionate to the full

equivalency (FTE); or join during the annual open enrollment period provided the employee meets the same criteria.

Full-time employees contribute eight (8) hours of leave and part-time employees contribute at a rate directly proportionate to the full equivalency (FTE). . Such hours will be deducted from the employee's sick leave account.

Participating employees may terminate their membership to the SLP at any time by notifying the Administrator in writing.

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

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

To maintain the SLP with sufficient hours and maintain membership status all full-time members will, on an annual basis, donate four (4) hours leave, and part-time employees will at a rate directly proportionate to the full equivalency (FTE).

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

The inability of a participating employee to contribute to the SLP at the time the SLP is depleted shall not exclude the employee from continued membership in the SLP. Employee will be required to donate when the eight (8) hours is accrued at a later time.

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

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

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

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

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

Reason for Policy:

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

Temporary or Permanent Lateral Reassignments

Policy Statement:

Reassignment

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

Reason for Policy:

To provide a means for management to address operational needs.

Definition:

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

Tuition Waiver Program

Full time employees at the University are eligible to participate in the Tuition Waiver Program on a space available basis. Employees on leave status are not eligible for a tuition waiver except when the leave is granted as part of an educational program or professional development leave; however, employees' eligible family members will be permitted to apply for the tuition waiver during the period the employee is on an approved leave. The employee is responsible for any tax liability arising from the use of this Tuition Waiver as per the Internal Revenue Service Code § 127 – Educational Assistance Program.

Eligible employees and their qualifying family members, may enroll for up to a combined maximum of ten (10) credit hours of FIU instruction per term (Fall, Spring, or Summer) with eligible employees enrolling in no more than six (6) credit hours of the total ten (10) credit hours per term, without payment of the in-state portion of tuition, tuition differential, or the following per credit fees: financial aid fees, capital improvement trust fund fees, athletic fees, technology fees and activity and service fees. Normal term fees charged to students, specifically health, athletic, photo ID, and parking will also be waived for eligible employees. Any special laboratory, distance learning or any other fee must be paid by the employee and/or family member.

Employees may enroll either as degree seeking students or as non-degree seeking students (special students). Employees enrolled as special students may be allowed to participate in the Tuition Waiver Program for courses that are specifically related to their job assignment and have been approved by their supervisor to register for the specific course. Family members must be enrolled as a degree seeking student and the employee must provide a verification letter of the relationship.

Employees and/or family members may receive tuition waivers for regular lecture, on-line and laboratory courses, thesis, directed individual study, directed research courses, and internships. College of Law, College of Medicine, and non-credit courses are excluded. Family members are excluded from market rate and self-supporting programs offered through University College. However employees enrolled in market rate and self-supporting programs offered through University College may receive a partial tuition waiver equivalent to the tuition waiver amount provided in a regular, state funded course specified in FIU Regulation 1101 (4)(a) or (b).

Employees and family members will be covered a maximum of thirty (30) credits for dissertation courses (7980-7989) and nine (9) credits for thesis courses (6970-6979). An employee or family member enrolled in an "A-F" graded course must receive a grade of "C" or better in any undergraduate level course or a grade of "B or better in any graduate level course. An employee or family member enrolled in a "P/F" graded course must receive a "P". Receipt of a lower grade will result in the employee being charged for the course. When taking more than the credit hours covered under this policy, the passing grade requirement will be applied toward the credit hours receiving the minimum passing grade.

An employee is to discuss with their supervisor their intent to take classes and should schedule classes during off-duty hours whenever possible to ensure there is no conflict with assigned

responsibilities. When a desired class cannot be scheduled during off-duty hours, the supervisor may adjust the employee's work schedule, or allow the employee to use vacation leave, accumulated compensatory time, or leave with/without pay based on the department's business needs. The same is applicable if the employee is attending classes for Professional Development that is related to their job assignment.

Employees will be responsible for paying tuition for any courses dropped (except for courses dropped on an emergency basis) by the employee or employees' family members after the official Drop/Add period during the first week of classes. If the employee and/or family member withdraws from the university before the end of the last day to withdraw from the University with a 25% refund of tuition, the employee or family member will be responsible for paying that portion of tuition and fees that is not subject to refund.

Reason for Policy:

To provide eligible employees an opportunity to enhance their education by attending classes at the University with the intent of receiving a college degree or attend classes that are related to their job assignment. Also, in the event that an employee does not enroll for six (6) credits hours in a given semester, to allow a member(s) of the employee's immediate family the opportunity to enhance their education by attending classes at the University with the intent of receiving an undergraduate degree.

Eligibility will be established by the Division of Human Resources.

DEFINITION

"Internal Revenue Service Code § 127 – Educational Assistance Program" – tuition waiver for undergraduate level program is excluded from gross income; tuition waiver for graduate level education is cap to income exclusion of \$5,250 for those graduate assistants employee not involved in teaching or research activities.

"Family member" - full time employees' spouse or dependent children.

"Dependent child" - is your child who through the end of the calendar year turns age 24, your biological child, legally adopted child or child placed in the home for the purpose of adoption.

"Space available basis" employee may register for classes provided there is space available during their registration period.

"Degree-seeking student" – this classification applies to matriculated students.

"Non-seeking degree student (special student)" – this classification applies to students who are not, at the time of registration, working toward a degree at the University,

"Emergency" -a sudden, urgent, unexpected occurrence or occasion (such as medical, death in the immediate family and/or involuntary call to active military duty) requiring immediate action and prevents student to continue with coursework.

"Market rate programs" -are degree programs that are offered through continuing education.

A complete listing is available at <http://universitycollege.fiu.edu/programs/marketrateselfsupporting>

Self-supporting programs" are degree programs, certificates or courses that are offered through continuing education. A complete listing is available at

<http://universitycollege.fiu.edu/programs/selfsupporting>

Vacation Leave

Policy 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 mental health; however, earned vacation leave may be used for any other purpose.

Regular part-time employees shall earn vacation leave in proportion to their FTE.

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 documentation must be provided to support the leave transfer.

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

FLORIDA INTERNATIONAL UNIVERSITY VACATION ACCRUAL SCHEDULE

Non-Exempt Personnel

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

		250
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Exempt Personnel

Length of Service	Hours Accrued Per Pay Period	Maximum Accrual and Payout Hours
N/A	7	352

Reason for Policy:
 To administer a uniform procedure of accruing and utilizing vacation leave.

APPENDIX A

AFSCME LOCAL _____

STEP _____



OFFICIAL GRIEVANCE FORM

NAME OF EMPLOYEE _____ DEPARTMENT _____

CLASSIFICATION _____

WORK LOCATION _____ IMMEDIATE SUPERVISOR _____

TITLE _____

STATEMENT OF GRIEVANCE:

List applicable violation: _____

Adjustment required: _____

I authorize the A.F.S.C.M.E. Local _____ as my representative to act for me in the disposition of this grievance

Date _____ Signature of Employee _____

Signature of Union Representative _____ Title _____

Date Presented to Management Representative _____

Signature _____ Title _____

Disposition of Grievance: _____

THIS STATEMENT OF GRIEVANCE IS TO BE MADE OUT IN TRIPLICATE. ALL THREE ARE TO BE SIGNED BY THE EMPLOYEE AND/OR THE AFSCME REPRESENTATIVE HANDLING THE CASE.

ORIGINAL TO _____

COPY _____

COPY: LOCAL UNION GRIEVANCE FILE

NOTE: ONE COPY OF THIS GRIEVANCE AND ITS DISPOSITION TO BE KEPT IN GRIEVANCE FILE OF LOCAL UNION.



THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

F29

Appendix B

Internal Resolution Process

FIU Board of Trustees & AFSCME

Step2: Notice of Neutral Panel

Employee Complaint Sheet: Date Received: _____

Received by: _____
Print Name/Title Signature

Employee Information

Employee

Name: _____ Department: _____

Date _____

Submitted: _____ Division: _____

E-Mail _____ Phone/Extension: _____

Address: _____

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

☐ AFSCME _____

☐ Myself _____

☐ Other _____

REQUEST FOR NEUTRAL PARTY REVIEW

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

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

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

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

/

Signature of Complainant(s)

Date

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

Signature of AFSMCE Representative on behalf of the Complainant Date

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

Attach all supporting documentation.

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

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

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

THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES
Governance Committee

June 16, 2021

Subject: Direct Support Organizations Board Appointments

Proposed Committee Action:

Recommend that the Florida International University Board of Trustees approve the appointments of the individuals listed below and in the board materials, to the Florida International University Foundation, Inc. Board of Directors.

Background Information:

On June 5, 2021, the Board of Directors of the Florida International University Foundation, Inc., a direct support organization (“DSO”) of Florida International University (the “FIU Foundation”), appointed four (4) new directors, and renewed the terms of certain current directors, all identified below.

Accordingly, and as required by Regulation FIU-1502, the FIU Foundation is requesting that the FIU Board of Trustees approve the appointment of such individuals to the FIU Foundation Board of Directors, as follows:

A. New Director Appointments for initial one-year terms (*FY 2021-2022*)

- Gerald C. Grant, Jr. '78, MBA '89
- Claudia Puig
- Karlene Rosemarie “Mei” (Kong) and Rakesh Kumar Sarna

B. Renewal of Existing Director Appointments:

For three-year terms: (*FY 2021-2022, 2022-2023, 2023-2024*)

1. Cristina di Mauro '01
2. Juan R. Figueroa '81
3. Yolangel Hernandez Suarez, MD
4. Jeffrey L. Horstmyer, MD, FAAN
5. Robert M. Namoff '74
6. Marcel L. Navarro '93
7. Albert R. Taño, MD
8. Candido J. Viyella

For two-year term (*FY 2021-2022, 2022-2023*)

9. Francis A. Hondal '87, MBA '94

The Florida International University Board of Trustees (the BOT) approved amendments to Regulation FIU-1502, Direct Support Organizations, at its March 4, 2019 meeting. Pursuant to FIU-1502, the BOT shall approve all appointments to the governing body of each DSO, other than the BOT Chair's representative(s) or the President or President's designee.

Florida Board of Governors Regulation 9.011(9) University Direct Support Organizations and Health Services Support Organizations, provides, in relevant part, that the university 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.

Florida Statute 1004.28(3) Direct-support organizations; use of property; board of directors; activities; audit; facilities, provides, in relevant part, that "the university board of trustees shall approve all appointments to any direct-support organization..." other than the BOT Chair's representative(s) or the President or President's designee.

Supporting Documentation: Biographies: FIU Foundation, Inc. Board of Directors.

- New Director Appointments for initial one-year term
- Renewal of Existing Director Appointments

Facilitator/Presenter: Howard R. Lipman

Gerald C. Grant, Jr. '78, MBA '89



Gerald C. Grant, Jr. is the President of the G Financial Group, working in alliance with Equitable Advisors. Prior to forming the G Financial Group, Grant served as the Branch Director of Financial Planning of Equitable Advisors South Florida Branch. He brought to Equitable Advisors over eleven years of banking experience. At Citibank, he held the position of Branch Vice President and Cluster Manager. Prior to Citibank, Gerald was a Branch Manager with Great Western Bank, where he was named for two consecutive terms, "Branch Manager of the Year." Gerald was also named "Banker of the Year" by the Miami Urban Bankers Association.

Grant holds an Associate of Arts degree from Miami Dade College and both Bachelor's and Master's degrees in Business Administration from Florida International University. He also holds FINRA Series 7, 63, 65, 24, and 26 Securities Registrations and is insurance licensed. His experience and knowledge are now used to focus on providing estate planning strategies, wealth accumulation and protection strategies, life insurance, retirement planning, college funding strategies, and other financial services.

Grant is an active member of the South Florida community. He serves on the Board of Directors for the Adrienne Arsht Center for the Performing Arts of Miami-Dade County and the Orange Bowl Foundation. He is a member of the Phi Beta Sigma Fraternity, Inc.-Theta Rho Sigma Chapter. Grant is a past-President of the National Association of Insurance and Financial Advisors (NAIFA), Miami-Dade Chapter; past Trustee of Florida International University; and past-President of the FIU

Alumni Association. He is also a past board member of the United Way of Miami-Dade, the Everglades Foundation, and the Greater Miami Chamber of Commerce.

Grant is the author of the book “BOLD MOVES to Creating Financial Wealth” and co-author of a second book “The Power of Generational Wealth” with his son Gerald Grant III. He has been awarded the title of Retirement Planning Specialist by Equitable Advisors, after receiving a Certificate in Retirement Planning from the Wharton School of Business at the University of Pennsylvania.

In 2018, Grant was the recipient of the Non-Profit Business Innovative Excellence for Outstanding Board Leader for Florida International University by the Greater Miami Chamber of Commerce. In March 2014, Gerald was selected when FIU named its first ever “Alumnus of the Year” since inception of the university in 1972. Grant was the recipient of the 2012 Darwin Davis Award for Community Service for his extraordinary contributions in public service, community development, community service, and volunteerism. He was named AXA Advisors’ 2011 National Honor Associate, the first African American to win this prestigious award since its institution over seventy years ago. In March 2011, he was inducted into FIU’s Dr. Martin Luther King, Jr. Hall of Fame and was inducted, on May 10, 2011, to the Miami Dade College Hall of Fame.

Gerald lives in Palmetto Bay, Florida, with his wife, Jennifer.

Claudia Puig



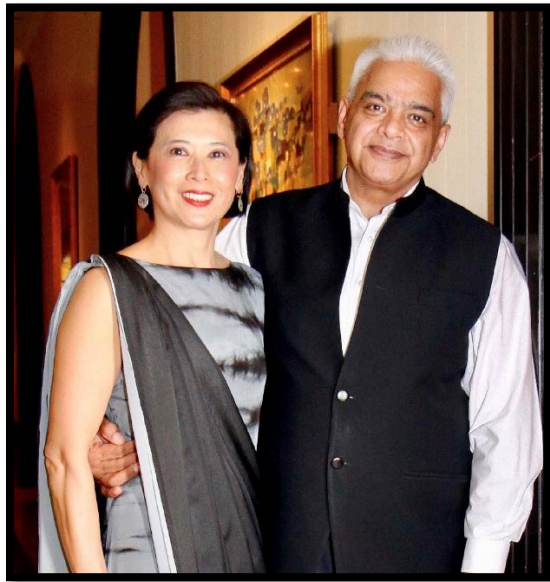
Claudia Puig is the President and General Manager of Univision Communications, Inc. (UCI), the leading media company serving Hispanic America across 128 television and radio stations. Puig oversees UCI's radio and television stations in South Florida with responsibility for sales, content, digital, finance, operations, and community relations. She joined Univision in 1997 and served as Senior Vice President and Regional Manager for New York, Miami, and Puerto Rico.

Prior to joining Univision, Puig held several leadership positions at Spanish Broadcasting Systems, Spanish Radio Network, Tichenor Media, Heftel Broadcasting, HBC, and ATT/BellSouth Yellow Pages. She has been recognized by *Radio Ink Magazine* in the "50 Most Influential Women in Radio" multiple times, honored as "Manager of the Year," and received the "Medallas de Cortez" award in 2012. She was recently honored by *Fortune Magazine* as one of the Top 50 Most Powerful Latinas in the US. Additional honors include being inducted in 2003 to the Miami Dade College Hall of Fame, and her invitation to the White House in 2001 to discuss Hispanics in America.

Puig previously served on the FIU Board of Trustees and was Chair from 2015 to 2020. She currently serves on the Board of Advisors for CasaCuba at FIU. Until recently, she served on the board of the Corporation for Public Broadcasting after being appointed by President George Bush, where she chaired the Audit and Finance Committee. She also served on the Florida Association of Broadcasters, Orange Bowl Committee, Hispanic Board of Directors of Aetna, Health

Foundation of South Florida, United Way of Miami-Dade, American Cancer Society, Greater Miami Chamber of Commerce, and the Mount Vernon Ladies Association as Florida's Vice Regent. She and her husband have three children and five grandchildren. She graduated from Miami-Dade College and later attended FIU where she majored in International Business and Marketing.

Karlene Rosemarie “Mei” (Kong) and Rakesh Kumar Sarna



Rakesh Sarna is a 40+ year hospitality veteran with an extensive background from years of working with the Hyatt Hotels Corporation, a global hospitality company. Most recently, from 2014 to 2017, he served as Managing Director and CEO of Indian Hotels Company Limited, the parent company of Taj Hotels Palaces Resorts & Safaris.. From 1997 to 2012, Mr. Sarna served in a variety of positions with Hyatt Hotels Corporation and Hyatt International Corporation, including Chief Operating Officer of Hyatt International and as Group President and Executive Vice President of Hyatt Americas from 2007 to 2012.

Mr. Sarna had an international upbringing. He moved from India to Canada as a young adult and completed his diploma in hospitality administration from Algonquin College of Applied Arts & Technology in Ottawa, Canada in 1977.

Prior to making Miami home in late 2017, Mrs. Sarna lived and worked in the hotel industry in Los Angeles, Hawaii, and Chicago in sales and marketing for over twenty years. She was also a project director for a hospitality consultancy working with airline and hotel clients in Oman, Russia, Switzerland, Thailand, and India to improve the customer experience. Mrs. Sarna's passion for hospitality dates back to her childhood. Even as a young girl, she always felt that a large factor that made certain family vacations stand out was how staff at some hotels or resorts went out of their way to make the family feel welcome. After graduating from Chulalongkorn University in Bangkok, Thailand, where she was born and raised, Mrs. Sarna decided to attend a summer program at Cornell's Hotel School before

joining the hotel business. Mrs. Sarna credits her hotel career in allowing her the opportunity to travel and see the world.

Mr. and Mrs. Sarna made the decision in 2011 to attend graduate school together when they retired, as learning is something they both enjoy. They stuck to the plan and enrolled in the Steven J. Green School of International and Public Affairs' Master of Arts in Global Affairs program. Both graduated as class of 2021.

Mr. and Mrs. Sarna truly appreciate the importance of higher education and try to find ways to support young people who need help with resources to achieve their academic goals through the Rakesh and Mei Sarna Scholarship programs, as well as the Teddy Sarna Veterinarian Medicine Scholarship, named after their late beloved golden retriever.

Mr. and Mrs. Sarna married in 1987 in Florida. They have two daughters together, Chandini, a University of Tampa alumna; and Priya Sarna '13, an FIU alumna from the Chaplin School of Hospitality & Tourism Management.

Cristina di Mauro '01



Cristina R. di Mauro is the Senior Executive Vice President, Corporate and Commercial Banking Business Executive for BankUnited, Inc.

di Mauro oversees the bank's Florida and New York C&I line, which encompasses Corporate Banking and Commercial Banking of 100 total associates. With 18 years of banking industry experience, di Mauro served most recently as Executive Vice President in charge of Corporate Banking for all of Florida.

In addition, she manages the Global Trade Services unit, which provides trade-related services for all areas of BankUnited and Supply Chain financing, as well as several other specialty practice areas such as Project and Public Finance, Lender Finance, Healthcare Finance, Leveraged Finance, and Structured Finance.

di Mauro joined BankUnited in 2009. Previously, she worked with SunTrust Bank and SunTrust Robinson Humphrey for nearly a decade where she received formal credit training and obtained series 7 and 63 licenses (Lapsed).

An active member of the community, di Mauro serves as a member of the FIU Foundation Board of Directors and is involved with the Beacon Council and Greater Miami Chamber of Commerce, as well as the March of Dimes, serving as their Chair for the 2014 Signature Chefs event.

In addition, di Mauro has received numerous industry awards including *South Florida Business Journal's* 40 under 40 recognition in 2013 and Influential Business Woman in 2017. Under her leadership in 2015, BankUnited was named best bank in the Southeast region by *Global Finance* magazine. Most recently, di Mauro was

honored by *Business Journal's* National Small Women's Business as a woman leader.

di Mauro earned a bachelor's degree in finance from Florida International University and a certificate in High Performance Leadership from the University of Chicago.

Cristina and her husband, Arturo, a general contractor and FIU alum, established an FIU scholarship for single parents that is inspired by di Mauro's mother, who raised her kids as a Miami single mom while working as a schoolteacher and earning a master's degree. di Mauro also hires grads from her alma mater at every opportunity.

Juan R. Figuereo '81



Juan R. Figuereo is the retired Executive Vice President and Chief Financial Officer of Revlon (REV), a NYSE listed manufacturer and marketer of beauty and personal care products. Figuereo currently serves on the board of directors at Deckers Brands (NYSE - DECK), where he chairs the audit committee, and at Western Alliance Bancorp (NYSE - WAL), where he serves on the investment and audit committees.

Prior to joining Revlon, Figuereo served as Executive Vice President and Chief Financial Officer of NII Holdings (NIHD), a NASDAQ listed provider of wireless communication services under the Nextel brand. He also served as Executive Vice President and Chief Financial Officer at Newell Brands (NWL), a global marketer of consumer and commercial products, listed on the NYSE. Before serving at Newell Brands, Figuereo was executive vice president and Chief Financial Officer of Cott Corporation (COT), a diversified beverage company and manufacturer of retailer brands beverages, listed on the NYSE and Toronto stock exchanges.

Figuereo also served as vice president in charge of mergers and acquisitions at Walmart. Prior to Walmart, he served in key international positions at PepsiCo, including VP and managing director for Frito-Lay Dominican Republic, VP of Business Integration for Frito-Lay Europe in London, VP and Chief Financial Officer of Frito-Lay South Europe in Barcelona, VP and Chief Financial Officer of Pepsi-Cola Bottling in Sao Paulo, and VP and Chief Financial Officer of Pepsi-Cola Latin America. Juan began his career in the audit division of Arthur Andersen & Co., in Miami.

He holds a Bachelor of Business Administration from Florida International University. He is fluent in English, Spanish, and Portuguese.

Yolangel Hernandez Suarez, MD



In addition to her MD, Dr. Yolangel Hernandez Suarez holds a Master of Business Administration with specialization in Health Administration and Policy from the University of Miami. She has spent her career in South Florida building partnerships amongst hospitals, community, academia, and government to advance learning and health.

Born and raised in New York City, Dr. Hernandez Suarez attended Swarthmore College and the Johns Hopkins University School of Medicine. She trained in Obstetrics and Gynecology at the University of Iowa Hospital and Clinics and spent several years on the faculty at the University of Miami Miller School of Medicine and in private practice on Miami Beach. Dr. Hernandez Suarez was also Vice President and Chief Administrative Officer in the Jackson Health System, where she had oversight of Ambulatory Services, including specialty care, diagnostics, and mobile health.

From 2010-2015, Dr. Hernandez Suarez served as Associate Dean for Graduate Medical Education and Clinical Affairs at the Florida International University Herbert Wertheim College of Medicine (HWCOC) and Chief Executive Officer for FIU Health. Dr. Hernandez Suarez was subsequently Vice President and Chief Medical Officer for Humana's Care Delivery Organization, and then served as Vice President of Clinical Innovation for Conviva Care Solutions, a managed services organization that supports physician groups in Florida and Texas.

In Dr. Hernandez Suarez's role as the Associate Dean for Clinical and Community Affairs at HWCOC, she is charged with the oversight and development of clinical services and educational sites, clinical teaching staff, and education support services. Furthermore, she assists in the development of residency training

programs and continuing medical education, voluntary clinical faculty affiliations, and medical service models including clinical support services for the faculty.

Jeffrey L. Horstmyer, MD, FAAN



Dr. Jeffrey L. Horstmyer has served the Miami area for over 26 years in the practice of Neurology. After graduating from the University of Miami School of Medicine, he completed his residency in Neurology at Jackson Memorial Hospital/ University of Miami School of Medicine. For the third year of his residency, he was appointed Administrative Chief Resident for Neurology, the first resident to ever hold this position. The following year, he completed his Fellowship in Neuromuscular Neurology and Electro-neurophysiology at the University of Miami School of Medicine. Dr. Horstmyer has been elected a Fellow of the American Academy of Neurology.

Dr. Horstmyer has held a number of leadership positions in the medical and academic community in Miami, including member of the Florida International University (FIU) Foundation Board of Directors, Chairman of FIU Council of 100 (now known as the President's Council), founding member of the FIU Medical School Committee, Chairman of the FIU Herbert Wertheim College of Medicine (HWCUM) Founders Group, Chairman of the Emergency Room Committee at Doctors Hospital, and member of the Professional Advisory Committee of the National Multiple Sclerosis Society South Florida Chapter. He is a Diplomate and a Fellow of the American Academy of Neurology, and a member of the American Association for the Advancement of Science and New York Academy of Science. Dr. Horstmyer is a member of the Advisory Board of Biomedical Engineering at FIU and a Connoisseur member of the Frost Art Museum. In 2007, Dr. Horstmyer was appointed Founding Chairman of the Department of Neurology at HWCUM, a position in which he served during HWCUM's first seven years. He has served as Chief of Neurology at Mercy Hospital for the past twenty-four years.

For Dr. Horstmyer's work in providing free neurological care to the homeless and indigent of Miami, he received the Volunteer Award from the Peñalver Clinic, as well as awards from Camillus House and San Juan Bosco Clinics. He has been honored with the National Multiple Sclerosis Leadership Award and received recognition as Top Doctors in South Florida, South Florida Super Doctor, and America's Top Physicians. For his 10 years of dedication towards establishing a medical school at FIU, he was awarded the Kal Kovens Distinguished Community Service Medallion.

Dr. Horstmyer has translated his expertise in treating neurological disorders into a greater vision to fulfill the need for a comprehensive neuroscience center in Miami and has founded the Neuroscience Centers of Florida Foundation dba Brain Center. The Brain Center has established an innovative approach to comprehensive, patient-centered, value-based care of neurology patients. The Brain Center is an affiliate of the FIU Academic Health Center with which it has engaged in collaborative research and patient care projects.

Married for over 36 years, Dr. Horstmyer and his wife enjoy spending time with and caring for their two English spaniels. Professor Tillie Fox, Dr. Horstmyer's wife, is a founding Mathematical Sciences Faculty member at FIU and a recognized authority on roses and antiques. Dr. Horstmyer also enjoys antiquarian books, art, bicycling, and freediving.

Robert M. Namoff '74



Robert M. Namoff received his bachelor's degree in marketing from Florida International University. He served as a commissioner on the Florida Transportation Commission from 2000-2006, overseeing FDOT budget for \$1.6 billion. Namoff also served as a director of Commercial Bank of Florida from 1991-2006.

Namoff currently serves as Chairman of the Board of Allied Universal Corporation, the largest producer of Sodium Hypochlorite (bleach) in the Southeastern United States. The company supplies bleach, packaged gases, and other chemicals for treatment of potable and wastewater, industrial, and swimming pool water.

Namoff's community service includes being a contributor to the Children's Resource Center in Miami, current member on the West Kendall Baptist Hospital Board, and sponsor and annual walk organizer for the Crohn's & Colitis Foundation, the Hibiscus Children's Center in Vero Beach, as well as the Alzheimer's Association of Brevard County.

Namoff is a current commercially rated airplane and helicopter pilot.

Marcel L. Navarro '93



Marcel L. Navarro is Principal of MMG Equity Partners, a privately-owned full-service real estate development company focused on long-term ownership, management, development, and acquisition of commercial properties throughout South Florida. He has an accounting degree from Florida International University and an MBA from the University of Miami. Prior to MMG Equity Partners, he served as Chief Financial Officer of Navarro Discount Pharmacies, a \$350 million retail drug chain in South Florida. Mr. Navarro became a Member of the FIU Foundation Board of Directors in September 2008. He is married to Susana Navarro and they reside in Miami.

Albert R. Taño, MD



Dr. Albert R. Taño has been working, teaching, and volunteering in the field of Neonatology since 1989. He is the Medical Director of Kidz Medical Services, a pediatric multispecialty practice. He is also the Director of multiple neonatal units in South Florida. Dr. Taño is a graduate of CETEC University in the Dominican Republic. He completed his internship at New Rochelle Hospital Medical Center before completing his pediatric residency at the Children's Hospital of Buffalo. Dr. Taño underwent fellowship training in Neonatal-Perinatal Medicine at Georgetown University Hospital in Washington, D.C.

Dr. Taño is board-certified through the American Board of Pediatrics in both Neonatology and Pediatrics medicine and an active member of the Florida Society of Neonatologists and the American Pediatric Society/Society of Pediatric Research. He is a member of the Dean's Advisory Council at the Florida International University Herbert Wertheim College of Medicine (HWCOM). He is also a Clinical Assistant Professor in HWCOM's department of Pediatrics and an Affiliate Assistant Professor at the Florida Atlantic University Charles E. Schmidt College of Medicine. Dr. Taño has held multiple leadership positions in various hospitals.

Candido J. Viyella



A resident of Miami, Candido Viyella brings years of experience as a wealth management professional to his current role as the president and CEO of Earthview Capital. In this role, Viyella employs his knowledge of political influence on investment and financial activities in the Latin American region while evaluating corporate finance strategies. He serves as a relationship manager at BigSur Partners, where he provides investment guidance and multi-family office services to clients including ultra-high-net-worth families.

Earlier in his career, Viyella worked in Latin America, first in corporate banking and later in the securities industry, following receipt of his business administration degree from the University of Western Ontario. He serves on the boards of HistoryMiami Museum; FIU Foundation, Inc.; and Jackson Health Foundation. He served on the board of the Frost Art Museum, the US Mexico InterAmerican Chamber of Commerce, as well as on the membership committees of the Fisher Island Club and Art Basel. He was Charman of the Host Committee of the Latin Grammys held in Miami. An art and music enthusiast, he also enjoys playing tennis, golf, basketball, and is an avid yachtsman in his free time.

Francis A. Hondal '87, MBA '94



Francis A. Hondal is President, Loyalty & Engagement for Mastercard, a general management role accountable for delivering innovative solutions that create a competitive advantage for Mastercard branded products and services. Leading over 500 experts, the scope of services spans across loyalty and reward programs, B2B data-driven marketing services and digital innovation as a service. She is a member of the company's Executive Management Committee.

Hondal has over 30 years of experience in consumer marketing, finance and general management within the travel, payments, and consumer services sectors. She embodies an entrepreneurial style with an exceptional record of building high-performance teams that deliver top line revenue growth, profitability, and marketplace leadership. She has substantial experience leading business turnarounds and transformational changes with a reputation for strong leadership through effective relationship management and cross-functional team collaboration. Hondal is bi-lingual and possesses multicultural management experience. She has advisory board experience within higher education and will serve in a board observer role for one of Mastercard's minority investments.

Hondal began her professional career at Barnett Bank of Florida. As a Corporate Banking Officer, she specialized in business development across various industries. She later joined American Express where she enjoyed an 18-year career in senior level regional and global roles within the Consumer Products, Insurance and Finance. Following her tenure as a business unit CFO, she assumed general management, 360 marketing, sales, product management and service delivery

responsibilities. She specialized in new customer acquisition, lifecycle marketing and designing loyalty programs as well as enhancing new products and services, developing brand and channel strategies, and investing in new technologies. Hondal led a financial turnaround through re-engineering efforts combined with an aggressive new product line strategy, creative brand and product marketing, customer service improvement, and a revamped partnership strategy. Her leadership led to reverting market share trends, improving key brand attributes, and deepening partnership relationships within a complex economic, regulatory, and dynamic business environment.

Hondal's passion and advocacy for delivering excellence in consumer experience led to a two-year entrepreneurial venture and subsequently a leadership role at Mastercard. As EVP, Global Products & Solutions, she was accountable for translating global product and marketing strategies to the LAC region. She later assumed global responsibility for Credit and Loyalty product lines and set a global vision and strategy. Her role was further expanded to include Marketing and Digital Services globally. While continuously delivering growth of her business and developing talent, Hondal has been a strong advocate for consumer-centric strategies, developing a culture grounded in operational excellence and driving business transformation.

Hondal holds a Bachelor of Business Administration and a Master of Business Administration from Florida International University (FIU). She is also a director of Equitable and Equitable America since September 2020. She serves on the FIU Foundation Board of Directors. She has been named amongst *Fortune's* Top 50 Most Powerful Latina Women in corporate America for 3 years, ranking #14 in 2019. She was inducted to the FIU College of Business Administration Hall of Fame in 2015, receiving the Global Leadership Award. In 2013, Hondal received the International Business Woman of the Year Award by the Organization of Women in International Trade. She resides in Miami, Florida with her husband, Eddie and their two sons, David and Daniel.

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