# 2024-2027 UFF-FIU Collective Bargaining Agreement

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1	The Florida International University Board of Trustees and
2	The United Faculty of Florida
3	Collective Bargaining Agreement 2024-2027
4	
5	PREAMBLE
6	
7	The intent of the parties in carrying out their responsibilities to negotiate the terms
8	and conditions of employment of members of the bargaining unit is to promote the
9	quality and effectiveness of education at Florida International University
10	(hereinafter, FIU) and to maintain high standards of academic excellence in all
11	phases of instruction, research, and service. The Board of Trustees (hereinafter, the
12	Board) retains its rights, under law, to manage and direct the University. The United
13	Faculty of Florida (hereinafter, UFF), as the certified bargaining agent, retains the
14	exclusive right to negotiate and reach an agreement on terms and conditions of
15	employment for the members of the bargaining unit.
16	
17	Both parties recognize the desirability and importance of collegial governance for
18	faculty and professional employees in matters of traditional academic concern. In
19	such a collegial system, academic departments, faculty assemblies, the Faculty
20	Senate, and faculty committees should play an active and responsible role in matters
21	of traditional academic concern. At the University, the most effective collegial
22	governance occurs when peers work critically together to perform their
23	responsibilities in the most professional manner possible.
24	
25	This Preamble is a statement of intent and policy and is, therefore, not subject to the
26	provisions of this Agreement concerning the Grievance and Arbitration Procedure.
27	

#### **ARTICLE 1: RECOGNITION**

## I. Bargaining Unit

The Board has recognized the UFF as the exclusive representative, solely for the purpose of collective bargaining with respect to wages, hours, and other terms and conditions of employment agreed to by the parties for the bargaining unit certified by the Florida Public Employees Relations Commission in Case No. RA-2004-001 (February 4, 2004) and described in Certification No. 1463 issued to the UFF. Attached as Appendix "A," for information purposes only and not made a part of the Agreement, is the listing of titles included in the bargaining unit.

## II. Board and Administration Rules and Policies

**A.** If there is an inconsistency between an existing Board or administration rule or policy and an express provision agreed to by the parties, the Board agrees to promptly remedy the inconsistency.

**B.** No new or amended Board or administration rule, policy, or resolution shall apply to employees if it conflicts with an express term agreed to by the parties.

C. The Board and the administration shall provide to the UFF Chapter an advance copy of any proposed rule or policy changing a term or condition of employment agreed to by the parties. The Board or the administration, as the case may be, shall provide the advance copy of a proposed rule no later than 60 days in advance of its effective date so as to permit the UFF Chapter to seek consultation with respect to it. With respect to a rule adopted pursuant to the emergency provisions of the Administrative Procedure Act, an advance copy shall be provided as far in advance of its effective date as is feasible under the circumstances.

**D.** If the Board or a committee of the Board has scheduled public hearings on any Board action that would conflict with an express term agreed to by the parties, the UFF Chapter shall be notified at the time the hearing is scheduled and afforded the opportunity to address the matter at the public hearing.

E. If any proposed rule, policy, or resolution would modify an express agreement by the parties, the Board shall notify the UFF Chapter and shall engage in collective bargaining prior to the change.

## III. Board of Trustees Meetings - Agenda

**A.** The Board shall furnish to the UFF Chapter a copy of the agenda of each Board meeting or Board committee meeting at the time those agendas are made available to members of the Board, and a copy of the minutes of Board meetings at the time they are made available to the general public.

**B.** The UFF Chapter shall be granted a place on the agenda at each public Board meeting for the purpose of addressing any item on the Board's agenda that affects the wages, hours, or other terms and conditions of employment of employees.

## IV. Right to Hear Views

Nothing contained in this Agreement shall be construed to prevent the Board or the administration from meeting with any individual or organization to hear views on any matter, provided, however, that as to any such matter which is a proper subject of collective bargaining and covered by a term agreed to by the parties, any changes or modification shall be made only through negotiation and agreement with the UFF Chapter.

### **ARTICLE 2: CONSULTATION**

#### I. Consultation with President

The President or designee shall meet with the UFF Chapter representatives to discuss matters pertinent to the implementation or administration of this Agreement, University actions affecting terms and conditions of employment or any other mutually agreeable matters. Such meetings shall occur at least once per semester during the academic year and once during the summer term unless the parties agree to meet more frequently. The party requesting consultation shall submit a written list of agenda items no less than one (1) week in advance of the meeting. The other party shall also submit a written list of agenda items in advance of the meeting if it wishes to discuss specific issues. The parties 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.

#### II. Location of Consultation

The consultation meetings shall be held on a mutually convenient date on the FIU Modesto A. Maidique campus unless the parties agree to another location.

#### III. Affirmative Action Plan

The University shall provide to the UFF Chapter, without cost, a copy of the University's Affirmative Action Plan or Update.

## ARTICLE 3: UFF CHAPTER PRIVILEGES

#### I. Use of Facilities and Services

Subject to the rules and policies of the University, the UFF Chapter shall have the right to use University facilities for meetings and all other services on the same basis as they are generally available to other University-related organizations, which are defined as follows.

University-Related Groups and Organizations. These groups and organizations may or may not receive budgetary support. Examples of such groups include student organizations, honor societies, fraternities, sororities, alumni associations, faculty committees, University Support Personnel System staff council, direct support organizations, the United Faculty of Florida, etc.

At a minimum, University facilities provided to UFF Chapter shall include:

**A.** An office conveniently located on the Modesto A. Maidique Campus in or near the PC building or other site mutually agreed to in consultation. Such space will at minimum consist of an office of at least 225 square feet and a locked storage area of at least 150 square feet, which will be furnished with standard faculty furnishings. The office shall be wired for telephone service and computer access to the internet.

**B.** A University telephone number and listing in all campus directories. The UFF Chapter shall be responsible for paying the monthly phone bill.

#### II. Communications

A. UFF may post bulletins and notices relevant to its position as the collective bargaining agent on a reasonable number of existing bulletin boards on campus where other notices regarding personnel and/or faculty activities are posted but on at least one bulletin board per building where a substantial number of employees have offices. Specific locations shall be mutually selected by the University and the UFF chapter in the course of consultation pursuant to Article 2, Consultation. All materials placed on the designated bulletin boards shall bear the date of posting and may be removed by the University after having been posted for a period of thirty (30) days. In addition, such bulletin boards may not

be used for election campaigns for public office or exclusive collective bargainingrepresentation.

B. FIU will place a link in an appropriate place on the Provost's website to thewebsite of the UFF Chapter and to the current CBA.

**C.** The University will provide the UFF Chapter the email addresses of all bargaining unit members upon request no more than once per semester in electronic form.

## III. Leave of Absence - Union Activity

**A.** At the written request of the UFF Chapter, provided no later than May 1 of the year prior to the beginning of the academic year when such leave is to become effective, a full-time or part-time leave of absence for the academic year shall be granted to up to six (6) employees designated by the UFF Chapter for the purpose of carrying out UFF's Chapter obligations in representing employees and administering this Agreement, including lobbying and other political representation. Such leave may also be granted to up to six (6) employees for the entire summer term, upon written request by the UFF Chapter provided no later than March 30 of the preceding academic year. Upon the failure of the UFF Chapter to provide the University with a list of designees by the specified deadlines, the University may refuse to honor any of the requests which were submitted late.

**B.** No more than one employee per fifteen (15) employees or fraction thereof per department/unit need be granted such leave at any one time.

**C.** The UFF Chapter shall reimburse the University for the employee's salary, fringe benefits, and retirement.

**D.** Employees on leave under this paragraph shall be eligible to receive salary increases (prorated based on the employee's FTE) on the same basis as other employees in accordance with the provisions of this Agreement.

E. An employee who has been granted leave under this Article for two (2) consecutive academic years shall not again be eligible for such leave until two (2) consecutive academic years have elapsed following the end of the leave. As an

- exception, one employee designated by UFF Chapter shall be eligible for a leave of absence for one additional year.

**F.** The University or the Board shall not be liable for the acts or omissions of said employees during the leave and the UFF shall hold the University and Board harmless for any such acts or omissions, including the cost of defending against such claims.

**G.** An employee on such leave shall not be evaluated for this activity nor shall such activity be considered by the University in making personnel decisions.

#### IV. Released Time

**A.** The University agrees to provide a total of ten (10) units of released time per semester, in both the Fall and Spring semesters, to full-time employees designated by the UFF Chapter to carry out the UFF's Chapter obligations in representing employees and administering the Agreement. Any units of release time not used by UFF Chapter may be carried forward to subsequent semesters until a successor to this agreement is in force. The UFF Chapter may designate employees to receive released time during the academic year, subject to the following conditions:

1. No more than one (1) employee per fifteen (15) employees or fraction thereof per department/unit may be granted released time at any one time, nor may any employee be granted more than a two (2) unit reduction in a single semester.

2. The UFF Chapter shall provide the Provost with a list of requested designees and/or units to be carried forward for the academic year no later than May 1 of the preceding academic year. Upon approval of the designees by the University, the designees shall serve for one (1) academic year. Changes for the spring semester may be made upon written notification submitted by the UFF Chapter to the Provost no later than November 1st.

**B.** A "unit" of released time shall consist of a reduction in teaching load of one (1) course per Fall or Spring semester for instructional employees or, for non-teaching employees, a reduction in workload of ten (10) hours per week. Two (2)

- units shall consist of a reduction in teaching load of two (2) courses per Fall or Spring semester for instructional employees or, for non-teaching employees, a reduction in workload of twenty (20) hours per week.
- C. Employees who are on leave of any kind, other than leave pursuant to SectionA3.3, shall not be eligible to receive UFF released time.
  - **D.** Upon the failure of the UFF Chapter to provide a list as specified above in 3.4 (a)(2) by the specified deadlines, the University may refuse to honor any of the released time requests which were submitted late. Changes for Spring semester submitted after the November deadline shall be allowed at the discretion of the University.
  - **E.** Employees on released time shall be eligible for salary increases on the same basis as other employees, but their released time activities shall not be evaluated nor taken into consideration in making personnel decisions.
  - **F.** Employees on released time shall retain all rights and responsibilities as employees but shall not be considered representatives of the University or Board for any activities undertaken on behalf of the UFF Chapter. The UFF Chapter agrees to hold the University and Board harmless for any claims arising from such activities, including the cost of defending against such claims.
  - **G.** Released time shall be used for conducting UFF Chapter business at the University or State level and shall not be used for lobbying, other political representation, or for any activities for which the use of released time is prohibited by State law.

#### V. Summer Released Time

- **A.** The University agrees to provide UFF Chapter with six (6) of released time assignments in increments of .25 FTE over thirteen (13) weeks. No more than one (1) employee per fifteen (15) employees or fraction thereof per department/unit may be designated to receive such released time.
- **B.** The UFF Chapter shall provide the Board with a list of requested designees no later than April 7th of the academic year proceeding the summer term.

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**C.** All other provisions contained in Section A3.4, except A3.4(a) and (b), shall apply to summer released time.

270		ARTICLE 4: RESERVED RIGHTS
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272	I.	Policy
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274		The Board retains and reserves to itself or its designee(s) the rights, powers and
275		authority vested in it, including the right to plan, manage, and control FIU and in
276		all respects carry out the ordinary and customary functions of management.
277		
278	II.	Limitations
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280		All such rights, powers and authority are retained by the Board, subject to those
281		limitations agreed to by the parties.

	ARTICLE 5: ACADEMIC FREEDOM AND RESPONSIBILITY
]	. Policy
	Florida International University and UFF-FIU affirm the rights and
	responsibilities of academic freedom, which are rooted in the concept of the
	University as a community of scholars committed to free inquiry in an
	atmosphere of tolerance, without fear of censorship or reprisal.
]	I. Academic Freedom
	Academic freedom includes the freedom of an employee to:
	A. Present and discuss all relevant matters, determine pedagogy, and to select
	instructional materials and determine grades in assigned courses; and
	<b>B.</b> Pursue all avenues of scholarship, research and creative expression, speak
	freely on all matters of University governance, and speak, write or act as an
	individual without institutional discipline or restraint.
	Nothing in this Article will be understood to grant any right to be included on the
	agenda of any University meeting, except as otherwise provided in this
	Agreement or by law or University regulation or policy.
1	II. A sa domi s Dosmonoj bilitre
1	III. Academic Responsibility
	Academic freedom is accompanied by the corresponding responsibility:
	readenie needon is decompanied by the corresponding responsibility.
	<b>A.</b> To be forthright and honest in the pursuit and communication of scientific
	and scholarly knowledge and in the presentation of their work, including
	evaluation, promotion and/or tenure files;
	<b>B.</b> To respect students, staff, and colleagues as individuals; treat them in a
	collegial manner; and avoid any exploitation of such persons for private
	advantage;
	C. To respect the integrity of the evaluation process with regard to students,
	staff, and colleagues, so that it reflects their true merit;

320	D. Not to represent oneself as an institutional representative unless specifically
321	authorized as such, with the understanding that mere identification as an FIU
322	employee or by FIU title or rank shall not be construed as such a
323	representation; and
324	•
325	E. To contribute to the orderly and effective functioning of the employee's

# **E.** To contribute to the orderly and effective functioning of the employee's academic unit (program, department, school, and/or college) and/or the University.

## IV. Administration Responsibilities

On the part of the administration, Academic Responsibility implies a commitment actively to foster a climate favorable to the responsible exercise of freedom.

## V. Responsibilities in Addition to Assigned Duties

In addition to their assigned duties, employees have responsibilities arising from the nature of the educational process. Such responsibilities include, but are not limited to, observing and upholding the ethical standards of their discipline; participating, as appropriate, in the shared system of collegial governance, especially at the department/unit level; respecting the confidential nature of the relationship between professor and student; adhering to their proper role as teachers, researchers, intellectual mentors, and counselors; and conducting themselves in a professional manner in all interactions.

#### **ARTICLE 6: NONDISCRIMINATION**

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#### I. Statement of Intent

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The Board and the UFF fully support all laws intended to protect and safeguard the rights and opportunities of each employee to work in an environment free from any form of discrimination or harassment. The parties recognize their obligations under federal and State laws, rules, and regulations prohibiting discrimination, and have made clear their support for the concepts of affirmative action and equal employment opportunity. They desire to assure equal employment opportunities within the University and recognize that the purpose of affirmative action is to provide equal opportunity to women, minorities, and other affected groups to achieve equality within the University. The implementation of affirmative action programs will require positive actions that will affect terms and conditions of employment and to this end the parties have, in this Agreement and elsewhere, undertaken programs to ensure equitable opportunities for employees to receive salary adjustments, tenure, successive fixed multi-year appointments, promotion, sabbaticals, and other benefits. This statement of intent is not intended to be subject to Article 10, Grievance Procedure.

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## II. Policy

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Neither the Board nor the UFF shall discriminate against any employee based upon race, color, sex, sexual orientation, gender identity, religious creed, national origin, age, veteran status, disability, political affiliation, or marital status, nor shall the Board or the UFF abridge any rights of employees related to union activity granted under Chapter 447, Florida Statutes, including but not limited to the right to assist or to refrain from assisting the UFF. Personnel decisions shall be based on job-related criteria and performance.

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#### A. Sexual Harassment

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1. Sexual harassment is a prohibited form of sex discrimination. In Meritor Savings Bank v. Vinson, 106 S.Ct. 2399 (1986), the United States Supreme Court defines sexual harassment (29 CFR 1604.11a) in the employment context as including the following:

382 Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual 383 384 harassment when: 385 386 (a) submission to such conduct is made either explicitly or 387 implicitly a term or condition of an individual's 388 employment, 389 390 (b) submission to or rejection of such conduct by an individual 391 is used as the basis for employment decisions affecting such 392 individual, or 393 394 (c) such conduct has the purpose or effect of unreasonably 395 interfering with an individual's work performance or 396 creating an intimidating, hostile, or offensive working 397 environment. 398 399 2. In addition to the parties' concern with respect to sexual harassment in the 400 employment context, the parties also recognize the potential for this form 401 of illegal discrimination against students. Relationships between 402 employees and students, even if consensual, may become exploitative, 403 and especially so when a student's academic work, residential life, or 404 athletic endeavors are supervised or evaluated by the employee (see 405 Section 5.3). 406 407 3. Investigation of Charges of Discrimination. Charges of discrimination, 408 including those filed by employees against students alleging unwelcome 409 sexual advances, requests for sexual favors, or other verbal or physical 410 conduct of a sexual nature that constitutes sexual harassment, shall be 411 promptly reviewed/investigated according to established University 412 procedures. No employee reviewed/investigated under such procedures shall be disciplined until such review is complete and a finding of 413 414 discrimination has been issued. 415 416 If after the completion of the review/investigation, any finding of discrimination 417 is made, a record of the complete findings will be placed in the employee's evaluation file. If no finding of discrimination on any charge or complaint is 418 made, no record of the charge or complaint will be placed in the employee's 419

evaluation file unless the employee requests in writing that a record of the complete review/investigation be placed in the evaluation file.

#### **III.** Access to Documents

No employee shall be refused a request to inspect and copy documents relating to the employee's claim of discrimination, except for records which are exempt from the provisions of the Public Records Act, Chapter 119, Florida Statutes, provided, however, that the University may charge for copies of documents in accordance with law, rule, University procedures, and this Agreement.

#### IV. Consultation

As part of the consultation process described in Article 2, the parties agree to discuss efforts made to appoint and retain women and minority employees.

#### V. Grievance Procedure

Claims of such discrimination by the University may be presented as grievances pursuant to the Article on Grievance Procedure. It is the intent of the parties that matters which may be presented as grievances under the Article on Grievance Procedure, be so presented and resolved thereunder instead of using other procedures. The UFF agrees not to process cases arising under this Article when alternate procedures to the Article on Grievance Procedure are initiated by the grievant, except as specifically provided for in the Article on Grievance Procedure.

446		ARTICLE 7: MINUTES, RULES, AND BUDGETS
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448	I.	<b>Board Documents</b>
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450	A.	The Board shall ensure that the following documents are made available in an
451		easily accessible location on the University web site:
452		
453		1. Copies of this Agreement and all supplements to the Agreement,
454		consistent with the provisions of this Agreement.
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456		2. The University's operating budget, including the previous year's
457		expenditure analysis.
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459	В.	The Board shall also provide the UFF-FIU an annual in-unit faculty salary
460		increase report by July 30.

#### **ARTICLE 8: LAYOFF AND RECALL**

## I. General Statement of Layoff

## A. Layoff

In the event the University determines that the number of bargaining unit employees must be reduced as a result of adverse financial circumstances; reallocation of resources; reorganization of degree or curriculum offerings or requirements; reorganization of academic or administrative structures, programs, or functions; or curtailment or abolition of one or more programs or functions, the University shall notify the UFF Chapter no less than thirty (30) days prior to taking such action and, if UFF so requests, the University President or his designee(s) shall meet with UFF to discuss the layoff prior to its implementation.

## B. Layoff Unit

The layoff unit may be at any organizational level of the University, such as a campus, division, college/unit, school, department/unit, area, program, or other level of organization as the University deems appropriate. The sole instance in which only one (1) employee will constitute a layoff unit is when the functions that the employee performs constitute an area, program, or other level of organization at FIU. If a layoff of bargaining unit members is determined to be necessary, the following procedure shall be controlling.

#### II. Reduction

**A.** No tenured employee shall be laid off if there are non-tenured employees in the layoff unit.

**B.** No employee in a non-tenured position in the layoff unit with more than five (5) years of continuous University service shall be laid off if there are any such employees with five (5) years or less service.

C. Where employees are equally qualified under (a) or (b), above, those employees will be retained who, in the judgment of the University, will best contribute to the mission and purpose of the institution and the academic

needs of the program. The determination of which employees are to be laid off shall be based on the following factors: length of continuous University service; performance evaluation by students, peers, and supervisors; academic training; professional reputation; teaching effectiveness; research record or quality of the creative activity in which the employee may be engaged; service to the profession, community, and public; qualifications to teach courses offered in the unit and relevant standards of accrediting agencies.

**D.** No employee shall be laid off solely for the purpose of creating a vacancy to be filled by an administrator entering the bargaining unit.

E. The University shall notify the UFF Chapter in writing in advance regarding the proposed use of adjunct and other non-unit faculty in those departments/units where employees have been laid off. Any such use of adjunct or other non-unit faculty in departments/units where employees have been laid off shall be subject to bargaining.

## III. Alternative/Equivalent Employment

The University shall make a reasonable effort to locate appropriate alternate or equivalent employment for laid-off employees within the University and to make known the results of the effort to the person affected.

#### IV. Notice

Employees with three or more years of continuous University service shall be provided at least one (1) year's notice prior to being laid off. Those with less than three years' service shall be provided with at least six (6) months' notice. Employees who have received notice of layoff shall be afforded the recall rights granted under the provisions of this Agreement. Formal written notice of layoff is to be sent by certified mail, return receipt requested, or delivered in person to the employee with written documentation of receipt obtained. The notice shall include effective date of layoff; reason for layoff; a statement of recall rights; a statement of appeal/grievance rights and applicable deadlines for filing; a statement that the employee will receive the FIU Vacancy Listing until the recall period ends or re-employment offer is refused; and a statement that the employee is eligible for consideration for retraining under the provisions of this Agreement for a period of two years following layoff.

## V. Re-employment/Recall

For a period of two (2) years following layoff an employee who has been laid off and who is not otherwise employed in an equivalent full-time position shall be offered re-employment in the same or similar position at which previously employed at the time of layoff, should an opportunity for such re- employment arise. All persons on the recall list shall regularly be sent the FIU position vacancy announcements. For this purpose, it shall be the employee's responsibility to keep the Division of Human Resources advised of the employee's current address. Any offer of re-employment pursuant to this section must be accepted within fifteen (15) days after the date of the offer, such acceptance to take effect not later than the beginning of the semester immediately following the date the offer was made. In the event such offer of re-employment is not accepted, the employee shall receive no further consideration pursuant to this Article. Employees appointed to a fixed multi-year appointment who are recalled shall be offered re-employment not to exceed the length of their last appointment. The Board shall notify the UFF Chapter when an offer of re-employment is issued.

#### A. Benefit Restoration

All benefits to which a faculty member was entitled at the time of layoff shall be restored in full upon re-employment if recalled during the two (2) years following the layoff. An employee who held a tenured status appointment on the date of termination by reason of layoff shall resume the tenured status appointment upon recall. The employee shall receive the same credit for years of service for purposes of layoff as held on the date of layoff.

## VI. Employee Assistance Programs

Consistent with the University's Employee Assistance Program, employees participating in an employee assistance program who receive a notice of layoff may continue to participate in that program for a period of ninety (90) days following the layoff.

#### VII.Limitations

574	The provisions of Sections A8.2 through A8.5 of this agreement shall not apply to
575	the following employees.
576	
577	A. Employees who are on "soft money" e.g., contracts and grants, sponsored
578	research funds, and grants and donations trust funds and have less than five
579	(5) years of continuous University service.
580	
581	1. Employees who are on "soft money" e.g., contracts and grants,
582	sponsored research funds, and grants and donations trust funds with
583	five (5) or more years of continuous University service shall have ninety
584	(90) days' notice contingent upon funds being available in the contract
585	or grant;
586	
587	<b>B.</b> Employees who are appointed for less than one (1) academic year;
588	
589	C. Employees who are appointed to a visiting appointment;
590	
591	D. Employees who are appointed to a fixed multi-year appointment, who shall be
592	given no less than one hundred eighty (180) days' notice prior to being laid
593	off; and
594	
595	E. Employees employed in an auxiliary entity.

## 596 ARTICLE 9: TENURE

## I. General Statement and Eligibility

## A. General Statement

The objective of tenure is to build a stronger University through the recognition of the meritorious performance of faculty.

## B. Eligibility

Assistant Professors, Associate Professors, and Professors unless appointed with the modifier "Visiting", "Clinical", or "Professional Practice") shall be eligible to apply for tenure. Only Associate Professors or Professors may hold tenure, except for employees who were awarded tenure under a previous agreement. The University may designate other positions as tenure-earning and shall notify the employee of such status at the time of initial appointment or, in the case of existing employees, six (6) years prior to the date by which such employees would be required to apply for tenure. Tenure shall be in a department/unit or other appropriate unit.

## **II. Tenure Decision**

**A.** An employee shall normally be considered for tenure during the sixth year of continuous service in a tenure-earning position including any prior service credit granted at the time of initial employment. An employee's written request for early tenure consideration is subject to the Provost's written agreement. An employee shall normally be considered for tenure only once.

**B.** By May 15 of the sixth year of service at the University, an employee eligible for tenure shall either be recommended for tenure by the President or given notice that further employment will not be offered. The President's recommendation will be submitted for ratification by the Board at its next scheduled meeting, but usually not later than July 15. If the Board does not award tenure to the employee, the employee shall be given notice that further employment will not be offered. Notice that further employment will not be offered shall include a statement that the employee has seven (7) days to request a statement of the

- reasons. The employee shall be notified in writing by the President or designee within five (5) days of the Board's ratification of the President's recommendation.
  - C. Upon written request by an employee within seven (7) days of the employee's receipt of notice that further employment will not be offered, the President or Board, as appropriate, shall provide the employee with a written statement of reasons why tenure was not granted. Should an employee elect not to request such a written statement of reasons, the date of the act or omission giving rise to any grievance concerning denial of tenure shall be deemed to be seven (7) days from the date of the employee's receipt of notice that further employment will not be offered. Should an employee request such a written statement of reasons, the date of the act or omission giving rise to any grievance concerning denial of tenure shall be deemed the date of the employee's receipt of a written statement of reasons why tenure was not granted.
  - **D.** Should an employee elect to tender his or her resignation at any time during the period that the employee's application for tenure is pending, the application will be deemed withdrawn and no further action will be taken on the application.

#### III. Criteria for Tenure.

- **A.** The decision to award tenure to an employee shall take into account the employee's performance over the entire term of tenure earning service at FIU and shall be based on established criteria specified in writing by the University. The decision shall take into account the following:
  - **1.** annual assignments, annual performance evaluations, and appraisals of the tenure file;
  - 2. the needs of the department/unit, college/unit, and University;
  - **3.** the contributions of the employee to the employee's academic unit (program, department/unit, college/unit); and
  - **4.** the contributions the employee is expected to make to the institution.
- **B.** The University shall provide online the criteria for tenure to employees eligible for tenure, and each such employee shall be apprised in writing once each year of

the employee's progress toward tenure. The appraisal of the tenure file shall be included as a separate component of the annual evaluation and is intended to provide assistance and counseling to candidates to help them to qualify themselves for tenure. The employee may request, in writing, a meeting with an administrator at the next higher level to discuss concerns regarding the tenure appraisal that were not resolved in previous discussions with the evaluator. Tenure appraisals shall not be the sole basis for a decision concerning tenure for the employee.

#### IV. Modification of Criteria

## A. Modifying Criteria

The University may modify the criteria for tenure so long as the UFF Chapter President has been notified of the proposed changes and offered an opportunity to discuss such changes in consultation with the Provost or designee.

Changes in criteria shall not become effective until one (1) year following adoption of the changes, unless mutually agreed to in writing by the UFF Chapter President and the Provost or designee. The date of adoption shall be the date on which the changes are approved by the Provost or designee. Any proposal to develop or modify tenure criteria shall be available for discussion and a vote by the members of the affected departments/units before adoption.

### B. Effect on Employees

If an employee has at least three (3) years of tenure-earning credit as of the date on which the tenure criteria are adopted under Section A9.4 (a) above, the employee shall be evaluated for tenure under the criteria as they existed prior to modification unless the employee notified the University at least thirty (30) days prior to commencement of the tenure consideration that he/she chooses to be evaluated under the newly adopted criteria.

#### V. Procedures

**A.** The University shall maintain a set of policies and procedures for the tenure process. Policies on the tenure process must include a poll by secret ballot of the tenured members of the employee's department/unit, in accordance with criteria

for voting set out by the employee's department/unit. Prior to the consideration of the employee's candidacy, the employee shall have the right to review the contents of the tenure file and may attach a brief and concise response to any materials therein. It shall be the responsibility of the employee to see that the file is complete.

**B.** If any material is added to the file after the commencement of consideration, a copy shall be sent to the employee within five (5) days (by personal delivery or by mail, return receipt requested). The employee may attach a brief response within five (5) days of their receipt of the added material. The file shall not be forwarded until either the employee submits a response or until the second five (5) day period expires, whichever occurs first. The only documents that may be considered in making a tenure recommendation are those contained or referenced in the tenure file.

#### VI. Other Considerations

**A.** During the period of tenure-earning service, the employee may be issued a notice of non-reappointment.

**B.** Part-time service of an employee employed at least one semester in any twelve (12) month period shall be accumulated. For example, two (2) semesters of half-time service shall be considered one-half year of service toward the period of tenure-earning service.

**C.** Where employees are credited with tenure-earning service at the time of initial appointment, all or a portion of such credit may be withdrawn once by the employee prior to formal application for tenure.

### VII. Transfer of Tenure

**A.** Tenured FIU employees who transfer within FIU and who are employed in the same or similar discipline may transfer their tenure if a vacancy exists and they are offered employment through the normal hiring process. For tenure-earning faculty, the amount of prior FIU service creditable toward tenure within FIU may, by mutual agreement, be all or part of such service.

**B.** When a tenured FIU employee is transferred as a result of a reorganization within the University and is employed in the same or similar discipline in which tenure was granted, the employee's tenure shall be transferred to the new department.

# VIII. Tenure upon Appointment

Tenure may be granted to an employee at the time of initial appointment, upon recommendation of the President and approval by the Board. The President shall consider the recommendation of the Provost and of the department or equivalent unit prior to making their final tenure recommendation to the Board.

## IX. Leave During Tenure-Earning Period

Authorized leaves of absence of twenty (20) working days or less shall be credited toward the period of tenure earning service, except by mutual agreement of the employee and the President or designee. Authorized leaves of more than twenty (20) working days may, under the provisions of the BOT-UFF Policy on Leaves, be credited toward the period of tenure-earning service by mutual agreement of the employee and the President or designee.

# X. Termination/Layoff

Tenure guarantees annual reappointment for the academic year until voluntary resignation, retirement, removal for just cause or layoff. For the purposes of this Article only, just cause is defined as:

A. incompetence, or

**B.** misconduct.

#### ARTICLE 10: GRIEVANCE PROCEDURE AND ARBITRATION

I. Scope

This Article and its procedure shall not be available for any personnel actions regarding faculty, including the areas of salaries, evaluations, promotions, tenure, discipline, or termination. The employee may file a complaint regarding any personnel action using only the Neutral, Internal Resolution of Policy Disputes policy.

## II. Policy/Informal Resolution

The parties agree that all problems should be resolved, whenever possible, before the filing of a grievance but within the time limits for filing grievances stated elsewhere in this Article and encourage open communications between administrators and employees so that resorting to the formal grievance procedure will not normally be necessary. The parties further encourage the informal resolution of grievances whenever possible. At each step in the grievance process, participants are encouraged to pursue appropriate modes of conflict resolution. The purpose of this Article is to promote a prompt and efficient procedure for the investigation and resolution of grievances. The procedures hereinafter set forth shall be the sole and exclusive method for resolving the grievances of employees as defined herein.

## III. Resort to Other Procedures and Election of Remedy

A. If prior to seeking resolution of a dispute by filing a grievance hereunder or while the grievance proceeding is in progress, an employee requests, in writing, the same remedy of the matter in any other forum, whether administrative (including the Public Employee Relations Commission) or judicial, the University shall have no obligation to entertain or proceed further with the matter pursuant to this grievance procedure. As an exception to this provision, a grievant may file an EEOC charge while the grievance is in progress when such filing becomes necessary to meet federal filing deadlines pursuant to 42 U.S.C. Section 2000e et seq. Further, since the parties do not intend that this grievance procedure be a device for appellate review, the President's response to a recommendation of a hearing officer or other individual or group having appropriate jurisdiction in any other procedure shall not be an act or omission giving rise to a grievance under this procedure.

B. 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 University procedures that may otherwise be available to address such matters. For rights or benefits that are provided exclusively by this Agreement, this grievance procedure shall be the sole review mechanism. Only those acts or omissions and sections of the Agreement identified at the initial filing may be considered at subsequent steps.

## IV. Definitions and Forms. As used in this Article:

#### A. Grievance

The term "grievance" shall mean a dispute concerning the interpretation or application of a specific term or provision of this Agreement, subject to those exclusions appearing in other Articles of this Agreement. A grievance shall be filed on a form attached as Appendix C to this Agreement.

#### B. Grievant

The term "grievant" shall mean an employee or group of employees who has/have filed a grievance in a dispute over a provision of this Agreement which confers rights upon the employee(s). The UFF may file a grievance in a dispute over a provision of this Agreement that confers rights upon a group of employees or the UFF. The parties may agree to consolidate grievances of a similar nature to expedite the review process. In a consolidated grievance, one appropriate Form may be attached, bearing the signatures of the grievants.

#### C. Grievance Forms

Each grievance, request for review, and notice of arbitration must be submitted in writing on the appropriate form attached as Appendices C, D and E to this Agreement and shall be signed by the grievant. All grievance forms shall be dated when the grievance is received. If there is difficulty in meeting any time limit, the UFF representative may sign such documents for the grievant; however, grievant's signature shall be provided prior to the Step 2 meeting.

### D. Days

The term "days" shall mean calendar days.

### V. Burden of Proof

In all grievances except disciplinary grievances arising from the terms of this Agreement, the burden of proof shall be on the employee. In disciplinary grievances arising from the terms of this Agreement, the burden of proof shall be on the University.

## VI. Representation

The UFF shall have the exclusive right to represent any employee in a grievance filed hereunder unless an employee elects self-representation or to be represented by legal counsel. If an employee elects not to be represented by the UFF, the University shall promptly inform the UFF in writing of the grievance. No resolution of any individually processed grievance shall be inconsistent with the terms of this Agreement or any BOT-UFF Policy, and for this purpose, the UFF shall have the right to have an observer present at all meetings called for the purpose of discussing such grievance and shall be sent copies of all decisions at the same time as they are sent to the other parties.

# VII. Grievance Representatives

The UFF shall annually furnish to the University a list of all persons authorized to act as grievance representatives and shall update the list as needed. The UFF grievance representative shall have the responsibility to meet all classes, office hours, and other 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 grievance presentations and attend grievance hearings and meetings. However, such investigations and consultations will not interfere with the normal operations of the University. Should any grievance hearings or meetings necessitate rescheduling of assigned duties, the representative may, with the approval of the appropriate administrator, arrange for the fulfillment of such duties. Such approval shall not be unreasonably withheld.

## VIII. Appearances

**A.** When an employee participates during scheduled hours in an arbitration proceeding or in a grievance meeting between the grievant, grievant's counsel or UFF representative and the University, that employee'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 employee 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.

### IX. Formal Grievance Procedure

## A. Filing

 1. A grievance shall be filed with the Provost or designee at Step 1 within forty-five (45) days following the act or omission giving rise thereto, or the date on which the employee knew or reasonably should have known of such act or omission if that date is later. The grievant may amend the Step 1 Form one time prior to the Step 2 meeting. Only those acts or omissions and sections of this Agreement identified at the Step 1 filing as amended in accordance with this paragraph may be considered at subsequent steps.

**2.** 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 University procedures which may otherwise be available to address such matters.

3. An employee may seek redress of a salary action alleged to be unsupported by performance or job-related criteria by filing a grievance under the provisions of this Article. An act or omission giving rise to such a grievance may be the employee's receipt of salary during any pay period, but in no case shall the arbitrator's award of back salary be retroactive to a date earlier than the date of that act or omission, or twelve (12) months from the date the grievance is filed, whichever is less.

### **B.** Time Limits

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All time limits in this Article may be extended by mutual agreement of the parties in writing. Mutual agreement may be evidenced by e-mail exchanges. If the University fails to provide a Step 2 decision within the time limits provided in this Article due to a University-caused delay, the University shall pay all costs of arbitration should the UFF elect to take the grievance to arbitration. Upon the failure of the grievant or the UFF, where appropriate, to file an appeal within the time limits provided in this Article, the grievance shall be deemed to have been resolved at the prior step. The "end of the day" shall mean 5 PM. 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 decision, or by the date of the mailing as indicated by the postmark.

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## C. Step 1

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All grievances shall be placed in informal resolution status for forty-five (45) days unless both the University and UFF agree otherwise. During the informal resolution period, efforts to resolve the grievance informally shall be made. Upon request of the grievant or grievant's representative, the University representative shall, during the informal resolution period, arrange an informal meeting between the appropriate administrator and the grievant. The grievant shall have the right to representation by the UFF or legal counsel during attempts at informal resolution of the grievance. Any party bringing legal counsel to the informal meeting shall provide at least five (5) days advance written notice to all other parties. If the grievance is not satisfactorily resolved during the informal resolution period, the grievant may give written notice to the President or designee requesting Step 2 review within thirty (30) days from the expiration of the Step 1 period. If the grievant does not request a Step 2 review within thirty (30) days from the expiration of the initial informal resolution period or any extension of that period, the grievance shall be deemed informally resolved and shall not be processed further.

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### D. Step 2

### 1. Meeting

The President or designee and the grievant and/or grievant's representative shall meet no sooner than ten (10) days and no later than thirty (30) days following receipt of the grievant's request for a Step 2 meeting. At the Step 2 meeting, the grievant shall have the right to present any evidence in support of the grievance, and the grievant and/or the grievant's representative and the President or designee shall discuss the grievance. Any party bringing legal counsel to the Step 2 meeting shall provide at least five (5) days advance written notice to all other parties.

### 2. Decision

The President or designee shall issue a written decision, stating the reasons therefore, to grievant's Step 2 representative within fifteen (15) days following conclusion of the Step 2 meeting. A copy of the decision shall be sent to the grievant, to the grievant's representative and to UFF if grievant elected self-representation or representation by legal counsel.

#### 3. Documents

The President or designee shall make available to the grievant or the grievant's representative all documentation referenced in the Step 2 decision prior to its issuance. All documents referred to in the Step 2 decision and any additional documents presented by the grievant shall be attached to the decision, together with a list of these documents. In advance of the Step 2 meeting, the grievant shall have the right, upon written request, to a copy of any identifiable documents relevant to the grievance.

## E. Step 3. Arbitration

### 1. Filing

If the grievance has not been satisfactorily resolved at Step 2, UFF-FIU may, upon the request of the grievant, proceed to arbitration by filing a written notice to do so. Notice of intent to proceed to arbitration must be filed with the President or designee within forty-five (45) days after receipt of the Step 2 decision by the grievant's Step 2 representative and shall be signed by the

grievant and UFF-FIU President or designee. The grievance may be withdrawn by the grievant or by the UFF-FIU President or designee at any point prior to issuance of the arbitrator's decision. The parties shall stipulate to the issue(s) prior to the arbitration. In the event a stipulation is not reached, the parties shall proceed to a hearing on arbitrability.

2. Selection of Arbitrator.

(a) The parties agree that the arbitrator selection procedure will be as follows:

i. The party requesting arbitration shall, concurrently with its filing of the Step 3 form, notify the Federal Mediation & Conciliation Service (FMCS) of the filing of the grievance and request a list of seven (7) arbitrators be 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. A coin toss determines which party strikes first. Subsequently, each party shall alternatively strike arbitrators from the list until one remains. The party requesting arbitration shall notify the FMCS of the party's selection. The hearing by the arbitrator shall be held within sixty (60) days following the selection of the arbitrator.

# 3. Authority of the Arbitrator

(a) The arbitrator does not have the authority to arbitrate any personnel actions as more fully described in Article 10.1. The arbitrator shall neither add to, subtract from, modify, ignore, nor alter the terms or provisions of this Agreement. Arbitration shall be confined solely to the application and/or interpretation of this Agreement and the precise issue(s) submitted for arbitration. The arbitrator shall refrain from issuing any statement of opinion or conclusions not essential to the determination of the issues submitted.

**(b)** Where an administrator has made a judgment involving the exercise of discretion, the arbitrator shall not substitute the arbitrator's judgment for that of the administrator. Nor shall the arbitrator review such decision except for the purpose of determining whether the decision has violated

this Agreement. If the arbitrator determines that the Agreement has been violated, the arbitrator shall direct the University to take appropriate action.

## 4. Arbitrability

Issues of arbitrability shall be bifurcated from the substantive issue(s) and, whenever possible, determined by means of a hearing conducted by conference call. The arbitrator shall have ten (10) days from the hearing to render a decision on arbitrability. If the issue is judged to be arbitrable, an arbitrator shall then be selected to hear the substantive issue(s) in accordance with the provisions of this Agreement.

### 5. Conduct of Hearing

The arbitrator shall hold the hearing in Miami-Dade County, unless otherwise agreed by the parties. The hearing shall commence within twenty-five (25) days of the arbitrator's acceptance of selection, or as soon thereafter as is practicable, and the arbitrator shall issue the decision within thirty (30) days of the close of the hearing or the submission of briefs, whichever is later, unless additional time is agreed to by the parties. 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 Agreement, arbitration proceedings shall be conducted in accordance with the Federal Mediation and Conciliation Service.

### 6. Effect of Decision

The decision or award of the arbitrator shall be final and binding upon the University, the UFF-FIU, and the grievant, provided that any of the parties 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, pursuant to Florida law.

#### 7. Venue

For purposes of venue in any judicial review of an arbitrator's decision issued under this Agreement, 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 UFF-FIU will move for a change of venue based upon the defendant's residence in fact if other than Miami-Dade County.

### 8. Fees and Expenses

All fees and expenses of the arbitration shall be divided equally between the parties, unless mutually agreed otherwise. Each party shall bear the cost of preparing and presenting its own case. The party desiring a transcript of the arbitration proceedings shall provide written notice to the other party of its intention to have a transcript of the arbitration made at least one (1) week prior to the date of the arbitration. The party desiring such transcript shall be responsible for scheduling a stenographer to record the proceedings. The parties shall share equally the appearance fee of the stenographer and the cost of obtaining an original transcript and one copy for the party originally requesting a transcript of the proceedings. The requesting party shall, at its expense, photocopy the transcript received from the stenographer and deliver the photocopy to the other party within five days after receiving the copy of the transcript from the reporter.

### 9. Retroactivity

An arbitrator's award may or may not be retroactive as the equities of each case may demand, but in no case shall an award be retroactive to a date earlier than the date of the act or omission giving rise to the grievance initially filed in accordance with this Article.

## X. Filings and Notification

With the exception of Step 2 decisions, all documents required or permitted to be issued or filed pursuant to this Article may be transmitted by fax, United States mail, or any other delivery service mutually agreed to by the parties in writing. Step 2 decisions shall be transmitted to the grievant's representative(s) by personal delivery with written documentation of receipt or by certified mail, return receipt

requested.

#### XI. Precedent

No complaint informally resolved, or grievance resolved at either Step 1 or 2, shall constitute a precedent for any purpose unless agreed to in writing by the University or representative and the UFF-FIU acting through its President or designee.

## XII. Processing

**A.** The filing or pendency of any grievance or arbitration proceedings under this Article shall not operate to impede, preclude, or delay the University from taking the action complained of. Reasonable efforts shall be made to arrive at prompt resolutions, including the shortening of time limits when practical.

**B.** Nothing shall authorize the University or its representative to refuse consideration of a grievance on the assertion that it was not timely filed in accordance with this Article.

# XIII. Reprisal

No reprisal of any kind will be made by the University or the UFF-FIU against any grievant, any witness, any UFF-FIU representative, or any other participant in the grievance procedure by reason of such participation.

### XIV. Records

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

1157	ARTICLE 11: SALARIES
1158	
1159	I. Salary Increases
1160	
1161	Effective upon the first contract date for years 2024-2025, 2025-2026, and 2026-2027,
1162	respectfully, all eligible employees who were employed prior to January 1 of that
1163	year, and who are continuously employed through the contract date and are not in
1164	receipt of a notice of termination or non-reappointment shall receive the following
1165	increases to their nine-month equivalent base salary:
1166	
1167	A. 2024-2025. Three and one-half percent (3.5%) or three-thousand and five
1168	hundred dollars (\$3,500), whichever is greater.
1169	
1170	<b>B.</b> 2025-2026. Two percent (2%) or two-thousand dollars (\$2,000), whichever is
1171	greater.
1172	
1173	C. 2026-2027. One percent (1%) or one thousand dollars (\$1,000), whichever is
1174	greater.
1175	
1176	In addition, for years 2025-2026 and 2026-2027, the University shall provide merit
1177	pay funding on a pro rata basis to departments/units. The funds provided shall be
1178	distributed to employees within each department or academic unit consistent with
1179	criteria and procedures set forth in the BOT-UFF Policy concerning Employee
1180	Performance Evaluation. The minimum merit increase for eligible employees shall
1181	be \$1,000, and all awards will be made to employee's base salary. The amount of to
1182	be distributed shall be as follows:
1183	D 2025 2026 One and one quantum newcont (1 25%) of the total horseining unit
1184	<b>D.</b> 2025-2026. One and one-quarter percent (1.25%) of the total bargaining unit
1185 1186	base salary payroll, as it exists on the last full pay period of the 2024-2025 Academic Year.
1187	Academic Tear.
1188	E. 2026-2027. Two and one-quarter percent (2.25%) of the total bargaining unit
1189	base salary payroll, as it exists on the last full pay period of the 2025-2026
1190	Academic Year.
1191	readeffic real.
1192	In the case that such policies have not been approved by the University, these merit
1193	increases shall become retention increases distributed according to terms agreed to

with UFF-FIU.

F. Sufficient Funds Clause: The 2025-2026 and 2026-2027 salary increases are contingent on the availability of sufficient new recurring funding legally expendable for faculty salary increases. In the event there is insufficient funding for the full 2025-2026 salary increase the parties shall re-open negotiations for 2025-2026 and 2026-2027 salaries. In the event there is insufficient funding for the full 2026-2027 salary increase the parties shall re-open negotiations for 2026-2027 salaries. The University shall advise the UFF-FIU of the status of the potential funding no later than 20 business days after the Governor approves the budget for the respective fiscal year.

## II. Faculty Salary Equity Review

**A.** Each year, the University shall consult with UFF-FIU to conduct an equity study prior to the end of the Academic Year which will identify any instances of salary compression and inversion.

**B.** Beginning in 2025-2026 and each year thereafter, the University shall make available 0.25% of the total bargaining unit payroll at the end of the prior Academic Year to address issues of salary compression and inversion identified in the previous year's equity study.

1217 C. The University shall consult with UFF-FIU to determine the distribution of1218 annual equity funds allocated in this Article.

**D.** Eligibility in the Faculty Salary Equity Review process does not preclude faculty from being eligible for discretionary awards and increases articulated in 11.4.

### III. Awards

## A. 2025-2027 Convocation Awards.

At the annual Faculty Convocation, the FIU Board of Trustees or designee may provide to employees' one-time awards totaling no more than 0.16% of the total employee payroll as of the end of the prior Academic Year for special achievements, including awards for teaching, research, service, mentorship, librarianship and advising, according to the selection procedures established by

1233 the Faculty Senate. No later than July 30 of each year, the University shall provide the local UFF-FIU chapter a listing of such awards showing the name 1234 and department of each employee given an award during the previous academic 1235 1236 year and the amount and nature of the award. 1237 1238 **B.** Research Enhancement Awards 1239 Beginning in 2025-2026 and each year thereafter, the University shall make 1240 1241 available research enhancement awards totaling 0.25% of the total bargaining 1242 unit payroll as of the end of the prior Academic year to support anticipated research and professional creative activity in the upcoming summer semester. 1243 1244 These awards will be distributed evenly amongst qualified applicants (as determined by selection procedures established by the Faculty Senate), and shall 1245 1246 total no more than \$10,000 per award. 1247 1248 **IV. Supplemental Summer Instructional Appointments** 1249 1250 Compensation for supplemental summer instructional appointments shall be as follows: 1251 1252 1253 A. Course sections assigned as part of supplemental summer appointments that are not offered through auxiliary academic programs shall be compensated at 1254 1255 the following rates of the employee's nine-month base salary for each course assigned based on three (3) credit hours courses: 1256 1257 1258 **1.** 2024-2025: 12.25% 1259 1260 **2.** 2025-2026: 11.75% 1261 **3.** 2026-forward: 11.25% 1262 1263 Compensation for courses of more or fewer than three (3) credit hours shall 1264 be prorated. 1265 1266

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rates established by the respective program.

**B.** Course sections assigned as part of a supplemental summer appointment that

are offered through auxiliary academic programs shall be compensated at

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VII. Notification to Employees

1271	1. These rates shall be set at no less than the fall/spring overload course		
1272	equivalent for the individual program.		
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1274	2. On a yearly basis, the University will provide the UFF-FIU the		
1275	complete auxiliary academic course rate schedule by the beginning of		
1276	Fall semester for current fiscal year.		
1277			
1278	V. 2024-2027 Discretionary Awards and Increases		
1279			
1280	During the 2024-2025, the 2025-2026, and the 2026-2027 academic years, the FIU		
1281	Board of Trustees or designee may provide additional salary increases and/or one-		
1282	time awards totaling no more than one percent (1.0%) of the total employee payroll		
1283	as of the last full pay period of the prior academic year. These increases may be		
1284	provided for market equity considerations, including verified counteroffers and		
1285	compression/inversion; increased duties and responsibilities; special achievements;		
1286	Summer Faculty Research Awards; litigation/settlements; and similar special		
1287	situations. No later than July 30 of each year, the University shall provide a listing of		
1288	the distribution of these funds to the local chapter of UFF-FIU. This list will provide		
1289	the name and department of the employee and the date, amount and nature of the		
1290	award or salary increase during the prior academic year.		
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1292	VI. Promotion Increases		
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1294	Effective at the beginning of the academic year in which their promotions are		
1295	effective, employees shall be awarded promotion increases as follows:		
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1297	A. To Assistant University Librarian an eleven percent (11%) increase;		
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1299	B. To Senior Lecturer, Senior Instructor, Research Associate Professor, Associate		
1300	University Librarian, Associate Teaching Professor, or Associate Professor, a		
1301	twelve percent (12%) increase;		
1302			
1303	C. To University Lecturer, University Instructor, Research Professor, University		
1304	Librarian, Teaching Professor, or Professor, a fourteen percent (14%) increase.		
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All employees shall be informed when the salary increases have been made available on Panther Soft. Upon request, an employee shall have the opportunity to consult with the person or committee that makes the initial recommendation for salary increases.

## VIII. Contract and Grant-Funded Employees

**A.** Employees on grants or contracts shall receive salary increases and minimum salaries equivalent to similar employees on regular funding, 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. In the event such salary increases are not permitted by the terms of the contract or grant, or in the event adequate funds are not provided, the President or representative shall seek to have the contract or grant modified to permit such increases.

**B.** Nothing contained herein shall prevent employees whose salaries are funded by grant agencies from being allotted raises higher than those provided in this Agreement.

# IX. Report to UFF

Except as otherwise provided in this Article 11, no later than 30 days after any increases or bonuses are implemented, the University shall send an electronic file to the UFF President containing each employee's: (1) employee ID; (2) pay plan; (3) job code; (4) employee class; (5) tenure status; (6) name; (7) rank; (8) time in rank; (9) department; (10) college; (11) start date; (12) gender; (13) race; (14) base salary for the current year; (15) any one-time bonuses; (16) base-salary from previous academic year; (17) overload compensation from the previous academic year; (18) summer compensation from the previous year.

## X. Type of Payment

**A.** For the academic year, duties and responsibilities assigned by the University to an employee that do not exceed the available established FTE for the position shall be compensated through the payment of Salary, not by OPS.

**B.** For the academic year, duties and responsibilities assigned by the University to an employee that are in addition to the available established FTE for the position shall be compensated through OPS and not Salary.

## XI. Grievability

This Article is not subject to the Grievance and Arbitration Article but is subject to the Neutral, Internal Resolution of Policies Disputes policy as to address whether there is an arbitrary and capricious application of the provisions of one or more sections of this Article.

## XII. Eligibility

Except as otherwise specified in this Article, an "eligible employee" for the purposes of this Article shall be defined as an employee who has received at least a satisfactory rating overall on his or her most recent annual evaluation. Where no evaluation was given for assigned responsibilities, performance shall be presumed to have been at least satisfactory overall. Employees on paid or unpaid leave who have not had assigned responsibilities during all or part of the previous Academic Year shall be presumed to have been at least satisfactory overall for purposes of qualifying as an "eligible employee" for purposes of this Article.

#### XIII. Distinguished University Professor

The Provost shall designate up to five Distinguished University Professors each year and the individuals selected will each receive a \$5,000 base salary adjustment as part of the annual salary increase process in the academic year following their selection as Distinguished University Professors. The Provost, in accordance with the university governance process and subject to consultation with UFFFIU, shall determine the criteria and procedures.

#### XIV. Minimum Salaries

**A.** Full-time faculty who are covered by this collective bargaining agreement and who are not in receipt of a notice of termination or non-reappointment shall receive a base nine-month equivalent salary not less than the amounts described below:

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1. Effective on the faculty contract date for the 2024-2025 academic year, the minimum base nine-month equivalent salary for eligible non-librarian employees holding a master's degree or equivalent shall be \$66,000 and the minimum base nine-month equivalent salary for eligible employees holding a doctoral degree or equivalent shall be \$71,000.

**2.** For employees carrying the designation of "librarian," effective on the faculty contract date of 2024-2025, the minimum base 12-month salary shall be \$70,000.

**B.** The amounts specified in 11.13.a.1 will increase according to negotiated base salary increases identified in 11.1.a., 11.1.b, 11.1.d, and any additional area of the Collective Bargaining Agreement that specifies retention salary increases.

C. No eligible employee shall receive an increase to their base salary to meet the minimum salaries articulated in XIII.A.1 in a single year as set forth in this collective bargaining agreement of an amount greater than 5% of their annual salary, except as provided by for processes outside of this section (e.g., promotion, reclassification from non-tenure track to tenure track, administrative increments, discretionary awards and increases, etc.).

**D.** Retention salary increases, if applicable, shall be applied first before any minimum salary increase is provided to an employee.

# XV. Non-Recurring Retention Payments

**A.** Effective by the second full pay period after this agreement is ratified, all eligible employees who were employed prior to January 1 of 2024, and who are continuously employed through the contract date and are not in receipt of a notice of termination or non-reappointment shall receive a one-time non-recurring retention bonus of four thousand (\$4,000) dollars.

**B.** The parties agree to negotiate additional non-recurring retention payments for 2025-2026 and 2026-2027.

1419	ARTICLE 12: UFF INSURANCE DEDUCTION
1420	
1421	The University agrees to provide one payroll deduction per employee per pay period
1422	for the UFF-FIU voluntary economic services programs. It is understood that all such
1423	programs and deductions will meet requirements of Board rules and regulations and
1424	applicable law. The UFF-FIU shall provide the University with a written report by July
1425	31 of each year regarding any program requiring payroll deduction. This report shall
1426	include the name of the common remitter company, a list of the provider companies
1427	that are to receive remittances, the appropriate contact people for the common remitter
1428	and associated provider companies, and addresses and phone numbers.

### **ARTICLE 13: PAYROLL DEDUCTION**

Pursuant to the provisions of Section 447.303, Florida Statutes, the Board and the UFFFIU hereby agree to the following procedure for the deduction and remittance of the UFFFIU membership dues and other UFF-FIU deductions.

#### I. Deductions or Assessments

**A.** During the term of this Agreement, the Board agrees to deduct the UFF-FIU membership dues, and uniform assessments, if any, in an amount established and certified in writing by the UFF-FIU to the Board, and when authorized by an employee, from the pay of those employees in the bargaining unit who individually and voluntarily make such request on a written authorization form as contained in Appendix "B" to this Agreement.

**B.** Deductions will be made biweekly beginning with the first full-pay period commencing at least seven (7) days following receipt of authorization by the University. The UFF-FIU shall give written notice to the Board of any changes in its dues and assessments, if any, at least forty-five (45) days prior to the effective date of any such changes.

#### II. Remittance

The dues and other authorized deductions shall be remitted by the University to the UFFFIU State Office on a biweekly basis within thirty (30) days following the end of the pay period. Accompanying each remittance shall be a list of the employees from whose salaries such deductions were made and the amounts deducted. This list shall be provided in machine-readable form.

### III. Termination of Deductions

The Board's responsibility for deducting dues and other authorized deductions from an employee's salary shall terminate automatically upon either: (a) thirty (30) days written notice from the employee to FIU's Division of Human Resources, and to the UFF-FIU revoking that employee's prior deduction authorization; or (b) the transfer of the authorizing employee out of the bargaining unit. Consistent with the provisions of this Agreement, the University shall notify UFF-FIU when it proposes

to reclassify an employee to a classification which is not contained in the bargaining unit.

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#### IV. Reinstatement of Deduction

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The University shall reinstate dues deductions for employees who have previously filed authorization for dues deduction and are subsequently placed in leave without pay status, or who participate in the Phased Retirement Program, upon commencement of full- or part-time employment at FIU.

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#### V. Indemnification

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The UFF-FIU shall indemnify, defend, and hold the Board, FIU, 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 FIU, or other officials, agents, and employees in compliance with this Article. The UFF-FIU shall promptly refund to FIU any funds received in accordance with this Article which are in excess of the amount of dues and other authorized deductions which FIU has agreed to deduct.

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# VI. Exceptions

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The Board will not deduct any UFF-FIU fines, penalties, or special assessments from the pay of any employee, nor is the Board obligated to provide more than one payroll deduction field for the purpose of making the deductions described in this Article.

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## VII. Termination of Agreement

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The Board's responsibilities under this Article shall terminate automatically upon (1) decertification of the UFF-FIU or the suspension or revocation of its certification by the Florida Public Employees Relations Commission, or (2) revocation of the UFF-FIU's deduction privilege by the Florida Public Employees Relations Commission.

1500	ARTICLE 14: MAINTENANCE OF BENEFITS
1501	
1502	The reorganization of higher education in the State of Florida resulted in the legislative
1503	abolition of the Board of Regents and the creation of the Florida International
1504	University Board of Trustees as the public employer. Tenure status, rank, earned
1505	benefits, years of service, history of assignments and record of evaluations that an
1506	employee had at the University prior to the creation of the Florida International
1507	University Board of Trustees shall be recognized, credited or used, as applicable, unless
1508	a specific term or provision agreed to by the Board and the UFF-FIU states otherwise.
1509	No employee may be required to waive the benefits provided by terms agreed to by the
1510	Board and the UFF-FIU. No employee shall, as a result of the establishment of a level of
1511	rights or benefits by an agreement of the Board and the UFF-FIU, suffer a loss or
1512	diminution of any such rights or benefits for which otherwise eligible.

1513	ARTICLE 15: MISCELLANEOUS PROVISIONS
1514 1515	I No Chriles on Logicout
1515 1516	I. No Strike or Lockout
1516 1517	The Roard agrees that there will be no lectrout at EIII during the term of this
	The Board agrees that there will be no lockout at FIU during the term of this Agreement. The UFF-FIU agrees that there will be no strike by it or by any employees
1518 1519	during the term of this Agreement.
1520	during the term of this Agreement.
1521	II. Effect of Passage of Law
1522	11. Effect of Lussage of Luw
1523	Any provision of this Agreement or BOT-UFF Policies appended which is contrary to
1524	law, but becomes legal during the term of this Agreement, shall be reinstated
1525	consistent with such legislation.
1526	consistent with such registation.
1527	III. Legislative Action
1528	
1529	The Board and the UFF-FIU agree that neither will attempt to influence or support
1530	changes in existing statutes or legislation which would change the terms of this
1531	Agreement or BOT-UFF Policies appended.
1532	
1533	IV. Venue
1534	
1535	For purposes of venue in any judicial review of an arbitrator's decision, the parties
1536	elect to submit themselves to the jurisdiction of the courts in Miami-Dade County,
1537	Florida. In an action commenced in Miami-Dade County, neither the Board nor the
1538	UFFFIU will move for a change of venue based upon the defendant's residence in-fact
1539	if other than Miami-Dade County.
1540	
1541	V. Copies of the Agreement
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1543	The Board shall provide a machine-readable copy of the ratified Agreement,
1544	appendices and all Supplements to the UFF-FIU.
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1546	VI.Class Titles
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1548	<b>A.</b> Whenever the University creates a new class, it shall designate such class as
1549	being either within or outside the bargaining unit and shall notify the UFF-FIU
1550	Chapter. Further, if the University revises the specifications of an existing class

1551	so that its bargaining unit designation is changed, it shall notify the UFF	-FIU
1552	Chapter of such new designation. Within ten (10) days following such	
1553	notification, the UFF-FIU may request a meeting with the University for	
1554	purpose of discussing the designation. If, following such discussion, the	UFF-FIU
1555	disagrees with the designation, it may request the Florida Public Employ	rees
1556	Relations Commission to resolve the dispute through unit clarification	
1557	proceedings.	
1558		
1559	<b>B.</b> An employee may request a review of the appropriateness of the employ	
1560	classification by the appropriate University office. In case of disagreement	
1561	the results of the review, the matter shall be discussed in accordance with	n Article
1562	2, Consultation, but shall not be subject to the Article on Grievance Proce	edure.
1563		
1564	VII. Salary Rate Calculation and Payment	
1565		
1566	The biweekly salary rate of employees serving on twelve (12) month (calenda	
1567	appointments shall be calculated by dividing the calendar year salary rate by	26.1 pay
1568	periods.	
1569		
1570	VIII. Titles and Headings	
1571		
1572	The titles of Articles and headings which precede text are inserted solely for	
1573	convenience of reference and shall not be deemed to limit or affect the meaning	ıg,
1574	construction, or effect of any provision of this Agreement or BOT-UFF Policie	3
1575	appended.	
1576		
1577	IX. References to BOT-UFF Policies in the Agreement	
1578		
1579	References in this Agreement to any or all of the appended BOT-UFF Policies	
1580	have the effect of rendering the Policy (or Policies) subject to Article 10, Griev	ance
1581	Procedure and Arbitration.	

1582	ARTICLE 16: SEVERABILITY
1583	
1584	In the event that any provision of this Agreement (a) is found to be invalid or
1585	unenforceable by final decision of a tribunal of competent jurisdiction, or (b) is rendered
1586	invalid by reason of subsequently enacted legislation, or (c) pursuant to Section
1587	447.309(3) Florida Statutes, can take effect only upon the amendment of a law, rule, or
1588	regulation and the governmental body having such amendatory powers fails to take
1589	appropriate legislative action, then that provision shall be of no force or effect, but the
1590	remainder of the Agreement shall continue in full force and effect. If a provision of this
1591	Agreement fails for reason (a), (b), or (c), above, the parties shall enter into immediate
1592	negotiations for the purpose of arriving at a mutually satisfactory replacement for such
1593	provision.

1594	ARTICLE 17: AMENDMENT AND DURATION
1595	
1596	I. Effective Date
1597	
1598	The Agreement and BOT-UFF Policies shall become effective on the date of
1599	ratification by both parties and remain in effect through June 30, 2027.
1600	Renegotiations for the agreement term July 1, 2027 through June 30, 2030 shall begin
1601	no later than October 1, 2026.
1602	
1603	II. Reopener Negotiations.
1604	
1605	For the contract years 2025-2026 and 2026-2027, the parties have the option to
1606	reopen a total combination of five (5) additional articles/policies selected by each
1607	party between both contract years from 2025-2027.
1608	
1609	III. Amendments.
1610	
1611	In the event the Board and the UFF-FIU negotiate a mutually acceptable amendment
1612	to this Agreement or BOT-FIU Policies, such amendment shall be put in writing and
1613	become part of this Agreement or BOT-UFF Policies upon ratification by both
1614	parties.

1615	ARTICLE 18: TOTALITY OF AGREEMENT
1616	
1617	I. Limitations.
1618	
1619	The parties acknowledge that during the negotiations which resulted in the
1620	Agreement, the Board and the UFF-FIU had the unlimited right and opportunity to
1621	present demands and proposals with respect to any and all matters lawfully subject
1622	to collective bargaining, and that all of the agreements arrived at during those
1623	negotiations are set forth in this Agreement.
1624	
1625	II. Modifications.
1626	
1627	Nothing herein shall preclude the parties from mutually agreeing to alter, amend,
1628	supplement, delete, enlarge, or modify any of the provisions of this Agreement by
1629	written Memorandum of Understanding. Any such mutual agreements to alter,
1630	amend, supplement, delete, enlarge, or modify any of the provisions of this
1631	Agreement shall be in writing.

1632	ARTICLE 19: DEFINITIONS
<ul><li>1633</li><li>1634</li></ul>	As used in this Agreement, the term:
1635	Tis asea in this rigitement, the term.
1636	I. "Academic year"
1637	
1638	A period consisting of a fall and spring semester of approximately 39 contiguous
1639	weeks.
1640	
1641	II. "Administration"
1642	
1643	Florida International University acting through its President and staff.
1644	// 11 //
1645	III. "Auxiliary"
1646	A 6 1 1 201 205 1 (*****
1647	Any fund code 331 or 335 work activities, i.e., market rate, self-supporting, and/or
1648 1649	other continuing education or study abroad programs or courses.
1650	IV. "Bargaining unit"
1651	1v. barganing unit
1652	Those employees, collectively, represented for collective bargaining purposes by the
1653	UFF-FIU pursuant to Florida Public Employees Relations Commission Certification
1654	No. 1463 issued in Commission Order Number 03E-305, dated February 4, 2004,
1655	wherein the Commission determined the composition of the bargaining unit at FIU.
1656	
1657	V. "Board, "BOT," or "Board of Trustees"
1658	
1659	The body established by Article 9, Section 7 of the Florida Constitution, acting
1660	through the President and staff.
1661	
1662	VI. "Break in service"
1663	
1664	Those absences following which the employee is treated as a new employee for
1665	purposes of computing seniority and years of service.
1666	N/II
1667	VII. "College/unit"
1668	

1669 1670		ollege or a comparable administrative unit generally equivalent in size and racter to a college.
1671	Cria	racter to a conege.
1672	VIII.	"Continuous service"
1673	-	
1674	-	ployment uninterrupted by break in service. For academic year employees (9-
1675		nth employees), one year of continuous service is equivalent to the nine (9)
1676 1677		on the office is equivalent to the twelve (12) month employees, one (1) year of continuous vice is equivalent to the twelve (12) month employment period.
1678	serv	rice is equivalent to the twerve (12) month employment period.
1679	IX. "E	Days"
1680		- <b>3</b> -
1681	Cal	endar days.
1682		
1683	X. "D	omestic partner"
1684		
1685	-	erson of same or opposite sex with whom you live, to whom you are emotionally
1686		nmitted, with whom you share a primary residence, and with whom you share
1687	joint responsibilities for common welfare and financial obligations. Additional	
1688	crite	eria may be found on the Affidavit of Domestic Partnership in the appendix.
1689	VI "D	anautmant/unit"
1690 1691	XI. D	epartment/unit"
1692	A d	epartment or a comparable administrative unit generally equivalent in size and
1693		racter to a department, unless provided otherwise in an express provision of this
1694		reement.
1695	8-	
1696	XII.	"Employee"
1697		
1698	A m	nember of the bargaining unit.
1699		
1700	XIII.	"Equitable"
1701		
1702	Fair	and reasonable under the circumstances.
1703		
1704	XIV.	"Faculty," "faculty member," or "faculty employee"
1705		
1706	A n	nember of the bargaining unit.

1707				
1708	XV.	"Merit Increase Unit"		
1709				
1710 1711		A unit which consists of employees not assigned to any existing department/unit considered for departmental merit increases.		
1712	COIIS	dered for departmental ment mercases.		
1713	XVI.	"Months"		
1714				
1715	Cale	ndar months.		
1716				
1717	XVII.	"Number"		
1718	mi			
1719	The	singular includes the plural.		
1720	<b>3/37777</b>	WD ' ' 1 1 C 1 W		
1721	XVIII.	"Principal place of employment"		
1722	mi			
1723		The campus location or other University site specified in the employee's letter of		
1724	offer	or notice of change in appointment.		
1725	3/13/			
1726	XIX.	"Semester"		
1727	0			
1728		of the two approximately 19.5 week periods which together constitute the		
1729	acad	emic year.		
1730	3/3/	"C		
1731	XX.	"Supervisor"		
1732				
1733		An individual identified by the President or designee as having immediate		
1734	adm	inistrative authority over bargaining unit employees.		
1735	3/3/T			
1736	XXI.	"UFF"		
1737	<b>T</b> T '.			
1738	Unit	ed Faculty of Florida.		
1739	3/3/11			
1740	XXII.	"UFF-FIU"		
1741	ma ·			
1742	The	FIU Chapter of UFF.		
1743				

1744	XXIII.	"University", "university" or "FIU"
1745 1746	Floric	la International University, acting through the President and staff.
1747 1748	XXIV.	"Year"
1749		
1750	A per	riod of twelve (12) consecutive months for 12-month faculty or a period of nine
1751	(9) co	nsecutive months for 9-month faculty.
1752	APP	ENDIX A: POSITION CLASSIFICATION IN THE BARGAINING UNIT
1753		
1754	I. Incl	ıded:
1755		
1756	All f	ull time and regular part-time employees in the following classifications:
1757		
1758	9001	- Professor
1759	9002	- Associate Professor
1760	9003	- Assistant Professor
1761	9004	- Assistant Teaching Professor
1762	9014	- Associate Teaching Professor
1763	9024	- Teaching Professor
1764	9010	- Instructor
1765	9020	- Senior Instructor
1766	9030	- University Instructor
1767	9005	- Lecturer
1768	9015	- Senior Lecturer
1769	9025	- University Lecturer
1770	9006	- Graduate Research Professor
1771	9007	- Distinguished Service Professor
1772	9009	- Eminent Scholar
1773	9053	- University Librarian
1774	9054	- Associate University Librarian
1775	9055	- Assistant University Librarian
1776	9056	- Instructor Librarian
1777	9120	- Associate in
1778	9121	- Assistant in
1779	9126	- Program Director
1780	9160	- Research Professor
1781	9161	- Research Associate Professor

9162 - Research Assistant Professor
9166 - Research Associate
9178 - Instructional Specialist
And employees with the following Administrative Titles:
Associate Chair (C2),
Assistant Chair (C3).
II. Excluded:
C1 - chairpersons, deans, associate deans, assistant deans, directors, and all
administrators above them, all employees of the school of law, all employees of the
College of Medicine, chairman of the faculty senate serving on the board of trustees,
managerial and confidential employees, and all other employees of The Board of
Trustees of the Florida International University.

L798	APPENDIX G: BOT-UFF POLICIES – PREAMBLE TO APPENDIX ON BOT-UFF
L799	POLICIES
L800	
1801	In accordance with the Agreement between the University and the United Faculty of
1802	Florida – FIU Chapter dated July 26, 2005, the parties have converted thirteen articles
1803	appearing in the BOT-UFF Collective Bargaining Agreement into the BOT-UFF Policies
L804	("Policies") that are contained in this Appendix through collective bargaining
1805	negotiations. These resulting Policies are binding upon the parties and cannot be
1806	changed except by collective bargaining for a term coextensive with the duration of the
L807	BOT-UFF Collective Bargaining Agreement ("BOT-UFF Agreement"). The Policies shall
1808	be enforced through the Policy on Neutral Internal Resolution of Policy Disputes that is
1809	included in this Appendix.
1810	
1811	The parties recognize that during the term of the collective bargaining agreement,
L812	circumstances may require the amendment or clarification of one or more of the policies
1813	found in Appendix G. Under such circumstances the union is authorized to negotiate
L814	and enter into memoranda of agreement to amend or clarify a policy or policies
1815	contained in Appendix G without having the memorandum or memoranda ratified by
1816	the bargaining unit members.
L817	
L818	The Policies in this Appendix are contained herein for information purposes only and
1819	are not made a part of the BOT-UFF Agreement. The parties agree that the inclusion of
1820	these Policies as an Appendix to the Agreement does not subject the Policies, or any
1821	right or benefit contained therein, to the Article on Grievance Procedure and
1822	Arbitration, of the BOT-UFF Agreement.

1858

1859 1860

1823	BOT-UFF POLICY 1: APPOINTMENT
1824	7 D
1825	I. Purpose
1826	
1827	To establish policy and procedures governing appointment of applicants for new
1828 1829	and vacant positions and employees.
1830	II. Policy
1831	II. I officy
1832	General Statement. The University shall exercise its authority to determine the
1833	standards, qualifications, and criteria so as to fill appointment vacancies in the
1834	bargaining unit with the best possible candidates. In furtherance of this aim, the
1835	University shall:
1836	
1837	A. Advertise such appointment vacancies;
1838	
1839	<b>B.</b> Receive applications and screen candidates for such appointments, and make
1840	appointments consistent with such standards, qualifications, and criteria; and
1841	
1842	C. Commit to an effort to identify and seek qualified women and minority
1843	candidates for vacancies and new positions.
1844	D 1
1845	III. Procedures
1846	A Advantisement of Westernies
1847	A. Advertisement of Vacancies
1848	Paragining unit vacancies shall be advertised throughout the University and
1849 1850	Bargaining unit vacancies shall be advertised throughout the University and
1851	other venues as determined by the dean/director. Employees of lower or equivalent ranks, employees who are spouses of employees, and employees who
1852	are local residents shall not, in the hiring process, be disadvantaged for that
1853	reason. All candidates for new and vacant positions shall be advised of the
1854	salaries of employees in the department/unit, or of salaries of University
1855	employees in the same job classification, as appropriate, prior to the negotiation
1856	of the candidate's initial salary. Prior to making the decision to hire a candidate

recommendations that have resulted from the review of candidates by

employees in the department.

to fill a bargaining unit vacancy, the appropriate administrator(s) shall consider

### **B.** Initial Appointment

Upon initial appointment, a bargaining unit employee shall be issued a letter of offer, signed by the dean/director, citing specific terms and conditions of employment and his or her initial assignment of responsibilities. The University may enclose informational addenda, except that such addenda may not abridge the employee's rights or benefits provided in the BOT-UFF Agreement or BOT-UFF Policies. All academic year appointments for employees at a University shall begin on the same date. Two weeks prior to the beginning of classes each semester, the University shall send to the UFF-FIU Chapter a list of bargaining unit employees hired since the beginning of the previous semester, showing name; rank or title; department, college, program or employment unit; salary; and principal place of employment (campus). The initial letter of offer shall contain the following elements:

1. Date;

2. Rank and/or Title and bargaining unit appointment status;

3. Employment unit (e.g., department, college, institute, area, center, etc.);

**4.** The length of the appointment and starting date;

5. Special conditions of employment;

6. The duties and responsibilities of the employee;

7. A statement that the position is (1) tenured, (2) non-tenure earning, or (3) tenure-earning (specifying prior service in another institution to be credited toward tenure), or (4) a fixed multi-year appointment;

8. A statement that the employee's acceptance of and/or signature on the letter of offer shall not be deemed a waiver of the right to process a grievance with respect thereto in compliance with the BOT-UFF Agreement or a complaint in compliance with the BOT-UFF Process for Neutral, Internal Resolution of Policy Disputes, as appropriate.

1898	<b>9.</b> The following statement, if the appointment is not subject to the notice
1899	provisions of the BOT-UFF Policy on Non-reappointment: "Your
1900	employment under this appointment will cease on the date indicated. No
1901	further notice of cessation of employment is required.";
1902	
1903	10. A statement that the appointment is subject to the Constitution and laws
1904	of the State of Florida and the United States, the rules of the Board and the
1905	University, and the BOT-UFF Agreement and BOT-UFF Policies;
1906	
1907	11. Percent of full-time effort (FTE) assigned;
1908	
1909	12. Total Salary rate and administrative salary supplement if appropriate,
1910	noting the biweekly rate of pay for the employment period;
1911	
1912	13. The formula by which an annual salary shall be converted to an academic
1913	year salary, if applicable.
1914	
1915	14. The statement: "The BOT-UFF Collective Bargaining Agreement prohibits
1916	discrimination against any employee based upon race, color, sex, religious
1917	creed, national origin, age, veteran status, disability, political affiliation,
1918	marital status, sexual orientation, gender identity or employee rights
1919	related to union activity as granted under Chapter 447, Florida Statutes.
1920	Claims of such discrimination by the Board or the University may be
1921	presented as grievances pursuant to the Grievance Procedure set forth in
1922	the BOT-UFF Collective Bargaining Agreement."
1923	
1924	15. A statement informing the employee of the obligation to report outside
1925	activity and conflict of interest under the provisions of the BOT-UFF
1926	Policy on Conflicts of Interest and Outside Activities; and
1927	
1928	16. Principal place of employment.
1929	
1930	IV. Annual Notice of Length of Appointment and Salary
1931	
1932	No later than the receipt date of the first paycheck of the employee's subsequent
1933	annual appointment and summer appointment, each employee shall receive written
1934	notice of the beginning and ending dates of that appointment and the salary rate at

which the employee is to be paid during that appointment, including the number of pay periods during the appointment and the employee's biweekly rate of pay.

### V. Appointments

### A. Change in Appointments

If at any time during the employee's employment at FIU any change is proposed in any term or condition of the initial appointment contained in the letter of offer, reasonable advance written notice of each such proposed change must be provided to the employee. If the proposed change requires notice in accordance with the terms set forth in any applicable provision of the BOT-UFF Agreement or any applicable BOT-UFF Policy, the period required for reasonable advance notice shall be as set forth in the applicable Agreement or Policy.

### **B.** Summer Appointments

1. Available supplemental summer appointments shall be offered equitably and as appropriate to qualified employees, not later than five weeks prior to the beginning of the appointment, if practicable, in accordance with written criteria. The criteria shall be made available in each department/unit.

**2.** Supplemental summer appointments shall be made in accordance with Section 1012.945, Florida Statutes (the "twelve-hour law").

3. The instructional FTE will ordinarily be that assigned to a course offered during the academic year which is the same or similar to that being offered in the summer. This academic year instructional assignment may not exceed .25 FTE for a 3-contact-hour course, except that contact hour equivalencies may be assigned for classroom instructional activities which involve unusual and significant requirements for classroom preparation, conduct of classes, student evaluation, etc. The academic year FTE will be increased during the supplemental summer appointment proportional to the shorter length of the summer terms. Contact hour equivalencies may be assigned in the summer for classroom instructional activities which involve unusual and significant requirements for class preparation, conduct of classes, student evaluation, etc. These assigned FTEs also will

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be proportionally greater in the summer than in the academic year in recognition of the shorter length of the summer terms.

- **4.** The instructional FTE assignment described in 5(b)(4), above, does not include other credit-generating activities such as thesis/dissertation supervision, directed individual studies, supervised research/teaching, and supervision of student interns. These activities, as well as Research or Service activities, may be assigned by the University during the summer term as contact hour equivalents to teaching a course or as "Other FTE" but are not a part of the instructional FTE assignment described in 5(b)(4), need not be assigned in conjunction with the summer instructional assignment, and need not be allocated according to the same FTE equivalent as during the academic year. Any such reduction in FTE must, however, correspond to an appropriate reduction in assigned duties.
- 5. The instructional FTE assignment described in 5(b)(4) above shall include normal activities related to such an instructional assignment as defined by the department/unit and the nature of the course, such as office hours, course preparation, minor curriculum development, lectures, and grading. In addition, during any summer term (A, B or C) in which an employee has a summer instructional appointment, the employee may be required to attend no more than two (2) hours of department/unit or university meetings required for collegial activities of particular urgency.

## C. Extra Compensation Appointments

Extra compensation is defined as compensation for any duties (including work activities previously designated as overload) in excess of a full appointment (1.0 FTE). Available extra compensation appointments within the University shall be offered equitably and as appropriate to qualified employees in sufficient time to allow voluntary acceptance or rejection and are subject to the applicable provisions of the Salary Article in the BOT-UFF Agreement, except that during the summer term only, duties and responsibilities assigned by the University to an employee for non-credit generating activities that do not exceed the available established FTE for the position may be compensated through OPS, not Salary. Prior approval for extra compensation activity must be obtained from the employee's immediate supervisor. Twelve-month employees who have been approved to perform extra compensation activity during the employee's normal 2011 working hours must use accrued vacation leave during the hours of the extra 2012 compensation activity. 2013 2014 D. Visiting Appointments 2015 2016 A "visiting" appointment is one made to a person having appropriate 2017 professional qualifications but not expected to be available for more than a 2018 limited period, or to a person in a position which the University does not expect 2019 to be available for more than a limited period. A visiting appointment may be 2020 offered in single or multi-year appointments not to exceed a total of four (4) 2021 consecutive years. 2022 2023 E. Adjunct Appointments 2024 2025 The use of adjuncts at a University shall, upon the request of the UFF-FIU be a 2026 subject of consultation under the provisions of the BOT-UFF Agreement. 2027 2028 F. Fixed Multi-Year Appointments 2029 2030 1. Two- to five-year multi-year appointments may be offered for the 2031 following: 2032 2033 (a) Instructors, Senior Instructors, University Instructors, Lecturers, Senior 2034 Lecturers, and University Lecturers; 2035 2036 (b) Assistant Teaching Professors, Associate Teaching Professors, and 2037 Teaching Professors; 2038 2039 (c) Non-tenured or non-tenure earning Assistant Librarians, Associate 2040 Librarians, Librarians, Curators and Counselors/Advisors; 2041 2042 (d) Scholars/Scientists, Research Associates, and Associate In/Assistant In; 2043 2044 2045 (e) Clinical Faculty; 2046 2047 (f) Individuals who have officially retired from FIU and who are at least 2048 55 years of age;

2049	
2050	(g) Tenured employees who decide to give up their tenured status to take
2051	advantage of whatever incentives might be offered by a fixed multi-
2052	year appointment;
2053	
2054	(h) Individuals who have held the rank of full professor for at least seven
2055	(7) years at an institution of higher education; and
2056	
2057	(i) Individuals with substantial, highly specialized professional
2058	experience who do not have terminal degrees that would qualify them
2059	for tenure-earning positions.
2060	
2061	2. Employees holding such fixed multi-year appointments may be
2062	terminated early under the provisions of Article 8 Layoff and Recall and
2063	under the BOT-UFF Policy on Disciplinary Action.
2064	
2065	3. Successive fixed multi-year appointments may be offered to eligible
2066	employees hired pursuant to Section (d)(6)a), above, as follows:
2067	
2068	(a) Criteria used to determine in which instances to offer successive
2069	appointments include consideration of the basis for the initial fixed
2070	multi-year appointment, evaluation of performance, professional
2071	growth, extent and currency of professional qualifications,
2072	contribution to the mission of the department or program, staffing
2073	needs, funding source alternatives, and continuing program
2074	considerations. Such criteria shall be in writing and available to all
2075	eligible employees.
2076	
2077	<b>(b)</b> The employee will be advised in the penultimate year of the
2078	appointment that to be considered for a successive fixed multiyear
2079	appointment, the employee must submit a request and written
2080	documentation pursuant to written procedures established by the
2081	University. The University shall notify the employee in writing of its
2082	decision to offer or not offer a successive appointment by the
2083	beginning of the final year of the employee's current appointment.
2084	
2085	VI. Reclassification of an Employee to a Non-Unit Classification

2087	Employees shall be provided written notice at least thirty (30) days in advance,
2088	where practicable, with a copy to the UFF-FIU Chapter, when the University
2089	proposes to reclassify the employee to a classification which is not contained in the
2090	bargaining unit. The employee may request a review of such action consistent with
2091	the provisions of (d)(6)a)15.6(b) and UFF-FIU Chapter may discuss such action
2092	pursuant to Article 2, Consultation.

2093	BOT-UFF POLICY 2: ASSIGNMENT OF RESPONSIBILITIES	
2094		
2095	I. Purpose	
2096		
2097	To describe principles and considerations governing assignment of pr	ofessional
2098	responsibilities for employees.	
2099		
2100	II. Policy	
2101		
2102	A. Professional Obligations	
2103		
2104	An employee's professional obligation comprises both scheduled and	l non-
2105	scheduled activities. It is a part of the professional responsibility of en	nployees
2106	to carry out their duties in an appropriate manner and place. For example,	mple, while
2107	instructional activities, office hours, student advising, and certain oth	er duties
2108	and responsibilities, may be required to be performed at a specific tir	ne and
2109	place, other non-scheduled activities are more appropriately perform	ed in a
2110	manner and place determined by the employee in consultation with t	heir
2111	supervisor.	
2112		
2113	B. Annual Assignments	
2114		
2115	The annual assignment period shall run from the start of the summer	semester
2116	to the end of the spring semester.	
2117		
2118	1. Process	

- (a) Prior to January 15<sup>th</sup>, in the current academic year, each employee shall submit a proposal for their next year's assignment noting the department/unit's expectations commensurate with the assigned effort/position to the person responsible for making their assignment. Prior to March 5th, each employee shall be apprised in writing of their annual assignment, except for the initial assignment. This document shall be made available to the employee in the faculty activity reporting system.
- **(b)** The employee shall be granted, upon request, a conference with the person responsible for making the assignment to express concerns.

2131	(c) If the conference with the person responsible for making the assignment
2132	does not resolve the employee's concerns, the employee shall be granted,
2133	upon written request, an opportunity to discuss those concerns with an
2134	administrator at the next highest level.
2135	
2136	(d) No employee's annual assignment, or changes thereof, shall be imposed
2137	arbitrarily or unreasonably. If an employee believes that assignment has
2138	been so imposed, or the issue has not been resolved in steps (B) and (C),
2139	the employee may proceed to address the matter through the expedited
2140	procedure contained in the Neutral, Internal Resolution of Policy Disputes
2141	(NIRD) process.
2142	
2143	(e) If the employee has concerns or believes that the annual assignment hasbe
2144	en imposed arbitrarily or unreasonably, all the steps to address the
2145	concerns or to complete the expedited NIRD process.
2146	
2147	2. Contents
2148	
2149	(a) The person responsible for making the employee's assignment shall
2150	include the duties and percentage of assigned effort for teaching,
2151	research, service, and/or administrative assignment, where applicable.
2152	Specifically:
2153	
2154	i. Teaching assignments should include the percentage of effort,
2155	number of course equivalents (aligned with the department/unit's
2156	DAPS), and the specific courses assigned.
2157	
2158	ii. In the event a faculty member's AY salary is compensated, in part
2159	or in whole, from a contract or grant, the terms and conditions
2160	associated with that contract or grant shall be noted in the faculty
2161	member's annual assignment
2162	
2163	3. Change in Annual Assignment
2164	
2165	(a) Should it become necessary to make changes in an employee's
2166	assignment, the person responsible for the employee's assignment
2167	must notify the employee in writing of the change in assignment,
2168	nrovide a reason for the change, and any undated percentages of

2169	effort. Wherever possible, any change to the assignment shall be
2170	made in agreement with the employee.
2171	
2172	(b) The University properly has the obligation constantly to monitor
2173	and review the size and number of classes and other activities, to
2174	consolidate inappropriately small offerings, and to reduce
2175	inappropriately large classes. The University commits to notifying
2176	faculty of any such changes at least one (1) week prior to the
2177	beginning of a semester.
2178	
2179	C. Considerations in Assignment
2180	
2181	1. Although the Legislature has described the minimum full academic
2182	assignment in terms of twelve (12) contact hours of instruction or
2183	equivalent research/scholarship and service, the professional obligation
2184	undertaken by an employee will ordinarily be broader than that
2185	minimum. In making assignments, the University has the right to
2186	determine the types of duties and responsibilities that comprise the
2187	professional obligation and to determine the mix or relative proportion
2188	of effort an employee may be required to expend on the various
2189	components of the obligation, in line with criteria (A)-(H) listed below.
2190	
2191	(a) The needs of the program, department/unit, school/college, or
2192	university.
2193	
2194	(b) The employee's qualifications and experiences, including professional
2195	growth and development and preferences.
2196	
2197	(c) The rights and responsibilities articulated under BOT-
2198	UFF Article 5: Academic Freedom and Responsibility
2199	
2200	(d) The opportunity to fulfill applicable criteria for tenure, promotion,
2201	successive fixed multi-year appointments, post-tenure review, and
2202	merit salary increases.
2203	
2204	(e) The department/unit's approved "differential assignment policies."
2205	
2206	

2207	<b>2</b> . The pe	eriod of an instructional assignment during an academic year shall
2208	not ex	cceed an average of seventy-five (75) days per semester, and the
2209	period	d for testing, advisement, and other scheduled assignments shall
2210	not ex	cceed an average of ten (10) days per semester. Within each
2211	semes	ster, activities referred to above shall be scheduled during
2212	contig	guous weeks with the exception of spring break, if any.
2213		
2214	3. Teachi	ing schedules shall be established, if practicable, so that the time
2215	betwe	een the beginning of the first assignment and the end of the last for
2216	any o	ne day does not exceed eight (8) hours.
2217		
2218	D. Differentia	al Assignment Policies
2219		
2220	1. All ass	signments shall accord with the written policies and/or procedures
2221	develo	ped by each department/unit and approved by the university
2222	("Diffe	rential Assignment Policies").
2223		
2224	<b>(a)</b> Suc	h policies shall include:
2225		
2226	i.	Expectations and definitions of teaching, research, clinical,
2227		service, and administrative activities assigned within the
2228		department/unit.
2229		
2230	ii.	Generally expected articulations of teaching, research, clinical,
2231		service, and administrative effort, including number of course
2232		equivalents assigned, within the department/unit.
2233		
2234	iii.	Teaching activity multipliers that serve as the formal recognition
2235		and incorporation that some assigned classes take additional
2236		effort beyond those normally expected within the
2237		department/unit. This shall be expressed in the form of
2238		field/discipline appropriate departmental/unit modifiers.
2239		
2240	<b>(b)</b> Fac	ulty retain the rights under BOT-UFF Article 5: Academic Freedom
2241		Responsibility to make individual pedagogical decisions within
2242		ir courses, even if these choices are not reflected in assigned effort.
2243		

- **(c)** Faculty are expected to update their course materials within their normal teaching assignment and in accordance with expectations within their discipline/field.
- (d) Faculty assigned to develop a new course shall be assigned effort to do so.
- **2.** The employees of each department/unit who are eligible to vote in department/unit governance shall participate in the development of these policies and shall recommend implementation by vote of a majority of at least a quorum of those employees.
- 3. The proposed policies, or revisions thereof, shall be first reviewed and approved at the College level by the Dean for consistency with College missions and goals. Once approved by the Dean, the policies shall advance to the Provost or designee for review and approval. If the Dean determines that the recommended or existent policies are not consistent with the missions and goals of the College, University, The BOT-UFF Agreement, or relevant University policies, the proposal shall be referred to the department/unit for revision with reasons for non-approval or need for changes expressed in writing.
- 4. The proposed policies, or revisions thereof, shall be finally reviewed and approved by the Provost or designee to ensure that they are consistent with the mission and goals of the University and that they comply with the BOT-UFF Agreement and all relevant University policies. If the Provost or designee determines that the recommended or existent policies are not consistent with the missions and goals of the University, the BOT-UFF Agreement, or relevant University policies, the proposal shall be referred to the department/unit for revision with reasons for non-approval or need for changes expressed in writing. Upon final approval of the Provost or designee, the policies will become effective at the beginning of the next evaluation period unless otherwise agreed.
- **5.** All approved policies, and revisions thereof, shall be kept on file in the department/unit office and placed on the University website for access by employees and the UFF-FIU chapter.

### E. Equitable Opportunity

- 1. Each employee shall be given assignments that provide equitable opportunities, in relation to other employees in the same department/unit, to meet the required criteria for tenure, promotion, successive fixed multi-year appointments, post-tenure review, and merit salary increases.
  - (a) For the purpose of applying this principle to promotion, assignments shall be considered over the entire period since the original appointment or since the last promotion, not solely over the period of a single annual assignment. The period under consideration at this University shall not be less than four years.
  - **(b)** For the purpose of applying this principle to tenure, assignments shall be considered over the entire period of tenure-earning service and not solely over the period of a single annual assignment.
- 2.. If it is determined that an employee was not provided an equitable opportunity for tenure or, as described in this section, the employee may be awarded an additional period of employment requiring the University to provide the equitable opportunity as described herein. In ensuing assignments, the Provost or designee must enforce the decision regarding equitable opportunity.

### F. Place of Employment

## 1. Principal

Each employee shall be assigned one principal place of employment, as stated in the initial letter of offer. Where possible, an employee shall be given at least nine (9) months' notice of a change in principal place of employment. Voluntary changes and available new positions within the department shall be considered prior to involuntary changes.

## 2. Secondary

Each employee, where possible, shall be given at least ninety (90) days written notice of assignment to a secondary place of employment, more than fifteen (15) miles from the employee's principal place of employment. The employee shall be granted, upon written request, a conference with the person responsible for making the change to express concerns regarding such change. If the assignment to a secondary place of employment is made within a regular full-time appointment, the supervisor shall make an appropriate adjustment in the assignment in recognition of time spent traveling to a secondary place of employment. Necessary travel expenses, including overnight lodging and meals for all assignments not at the employees' principal place of employment shall be paid at the State rate and in accordance with the applicable provisions of State law. In the event the BOT establishes a new campus, center or similar worksite, either party may request that the provisions of this Policy may be reopened for further bargaining.

#### G. Resources

### 1. Equipment and Materials

When equipment and materials (e.g., photocopies) and/or other resources are reasonably required for classes or to perform other assigned responsibilities there shall be sufficient resources, equipment and materials to allow the performance of assigned responsibilities and to accommodate the students assigned to classes.

### 2. Research Space

Employees who require research space for performance of their assigned responsibilities shall be allocated suitable research space as determined by the University. Every new employee who is promised research space under the terms of his or her letter of offer shall be provided space within the time designated in his or her letter of offer. If occupation of the space is not available within the agreed upon time, the University will provide monthly progress reports to the employee, department chair and Dean with expected availability dates. Employees will be provided at least six (6) months' notice of the need to vacate assigned research space. Tenure-earning employees will

2356 retain allocated research space for the first three (3) years of tenure eligibility 2357 unless another location is mutually agreed upon. 2358 2359 3. Instructional Support 2360 2361 Faculty who have a teaching assignment shall receive University support in creating and facilitating that assignment. For the purpose of this subsection 2362 only, "University support" shall mean: 2363 2364 **A.** Access to and use of readily available technology (i.e., laptops, 2365 2366 video/audio recording) and information technology support; 2367 2368 **B.** FIU Online instructional design services (i.e., Course design and 2369 pedagogical consultation, best practice recommendations, capacity 2370 building, course formatting and maintenance support); 2371 2372 **C.** Access to training and development opportunities, including those 2373 provided by FIU Online; 2374 **D.** Any support related to structural course requirements as determined by 2375 2376 the Board of Governors, Board of Trustees, or relevant accrediting 2377 agencies. 2378 H. Workweek 2379 2380 2381 Scheduled hours of all assigned duties for all employees shall not 2382 normally exceed forty (40) hours per week. Time shall be allowed within 2383 the normal working day for research, teaching, or other activities required 2384 of the employee, when a part of the assigned duties. The BOT-UFF Policy on Leaves shall govern schedule adjustment for holiday assignment. 2385 2386 I. Instructional Overload Compensation 2387 2388 2389 When an employee is assigned to teach a face-to-face, a hybrid course, or 2390 an online as an overload assignment, being a course for credit in addition 2391 to their full regular assignment, the compensation for the overload

assignment will be a minimum of \$1,000.00 per credit hour for the course.

2394	III.Dispute Resolution
2395	
2396	Unless otherwise articulated, all parts of this article are subject to the Neutral,
2397	Internal Resolution of Disputes (NIRD) Policy process.

#### **BOT-UFF POLICY 3: EMPLOYEE PERFORMANCE EVALUATION**

#### I. Purpose

The policy outlines the methods for evaluating employee performance, how the results of these evaluations are communicated, and how this information is used in making personnel decisions. It emphasizes the shared commitment of all parties to the University's values.

### II. Policy

#### A. Annual Evaluations

The purpose of the annual evaluation is to assess and communicate the nature and extent of an employee's performance of assigned duties consistent with the criteria specified below in this Policy. Except for those employees who have received notice of non-reappointment pursuant to the BOT- UFF Policy on Non-reappointment, every employee shall be evaluated on their assigned effort at least once annually. Personnel decisions shall take such annual evaluations into account.

#### B. Third-Year Review

Faculty on tenure-earning status shall be reviewed by their peers during their third year of employment, in accordance with review procedures developed by each department/unit and approved by the Provost. For faculty hired with one (1) or two (2) years of tenure credit, this review should take place in the second year of employment. For faculty hired with three (3) or more years of tenure credit, the third-year review will not be conducted.

#### C. Tenure & Promotion

Faculty undergoing tenure and/or promotion review shall be reviewed according to the Office of the Provost's <u>Tenure and Promotion manual</u>, which is a living document and is not subject to bargaining

#### D. Post-Tenure Review

2436	Tenured Faculty are required to undergo post-tenure review as outlined in the
2437	Board of Governors Regulation 10.003 and FIU Regulation 2508 Post-Tenure
2438	Review.
2439	
2440	1. Should any of these regulations or statutes be found to be invalid or
2441	unenforceable by the final decision of a tribunal of competent jurisdiction or
2442	are rendered invalid by reason of subsequently enacted legislation or
2443	regulation, the University agrees to return to the Sustained Performance
2444	Evaluation procedures described in the 2021-2024 Collective Bargaining
2445	Agreement.
2446	
2447	III. Procedures
2448	
2449	A. General
2450	
2451	1. Sources and Methods of Evaluation
2452	
2453	In preparing a faculty's evaluation, the person(s) responsible for evaluating the
2454	employee may consider, where appropriate, information from the following
2455	sources:
2456	
2457	(a) The employee;
2458	(b) The employee has the responsibility to submit all relevant information on
2459	their assigned effort according to procedures developed through P1.3.b of
2460	this Policy.
2461	(c) Peers;
2462	(d) Students;
2463	(e) Immediate supervisor(s);
2464	(f) Other University officials who have responsibility for supervision of the
2465	employee;
2466	(g) Individuals to whom the employee may be responsible during a service of
2467	administrative assignment.
2468	
2469	2. Observation, Visitation, and Access to Classes and Course Materials
2470	
2471	(a) Supervisory Observation of Synchronous Classes
2472	

The employee, if assigned instructional effort, shall be notified at least two (2) weeks in advance of the date, time, and place of any direct synchronous instructional observation or visitation made in connection with the employee's evaluation. If the employee determines that this date is not appropriate because of the scheduled class activities, the employee may suggest a more appropriate date. Classroom visitation without prior notice, for nonevaluative purposes, may be made with permission of the employee.

### (b) Supervisory Access to Asynchronous Course Materials

Requests to access instructional materials located on a faculty's assigned course management system page(s) or other digital element of an employee's assigned course for the purpose of evaluation, must be approved by the faculty. Such requests and the reason for the requested access must be made in writing at least 2 weeks in advance. Such permission shall be granted for no more than one (1) week, at which point the supervisor must produce formal documentation of evidence to be used in the evaluation. This documentation shall be shared with the employee within the one (1) week period the supervisor has been granted access for the purposes of evaluation. Similar access without prior notice, for nonevaluative purposes, may be made with the permission of the employee.

#### 3. Uses of Sources and Methods of Evaluation

All information used by the person responsible for evaluating the employee in the creation of an evaluation must be included in the Evaluation File as articulated in BOT-UFF Policy: Evaluation File, except for external review letters associated with tenure and/or promotion. Only materials included in the Evaluation File can be used in creating faculty evaluations, unless otherwise stated in this Policy.

## 4. Employee Assistance Programs

Neither the fact of an employee's participation in an employee assistance program nor information generated by participation in the program, shall be used as evidence of a performance deficiency within the evaluation process 2511 described in this Policy, except for information relating to the employee's 2512 failure to participate in an employee assistance program consistent with the terms to which the employee and the University have agreed in writing. 2513 2514 **B.** Annual Evaluation Procedures 2515 2516 Annually, the department chair or supervisor will prepare a written 2517 2518 evaluation of all employees. 2519 2520 (a) The proposed written annual evaluation, including a copy of the 2521 employee's annual assignment furnished pursuant to the BOT-UFF 2522 Policy on Assignment of Responsibilities, shall be provided to the 2523 employee within forty-five (45) days after the end of the current year's 2524 annual assignment period. 2525 2526 **(b)** The employee shall be offered the opportunity (during the thirty-day (30) period following receipt of the proposed annual evaluation) to 2527 discuss the evaluation with the evaluator. 2528 2529 2530 (c) The employee may request, in writing, a meeting with the 2531 administrator at the next higher level to discuss concerns regarding the proposed annual evaluation that were not resolved in previous 2532 2533 discussions with the evaluator. This request shall be made no later than five (5) days after the meeting with the person responsible for their 2534 2535 evaluation. 2536 2537 (d) The evaluation shall be submitted to the faculty activity reporting 2538 system. 2539 2540 (e) The employee may attach a concise comment to the evaluation. The 2541 employee can obtain a copy of the completed evaluation through the 2542 faculty activity reporting system. 2543 2544 (f) If an employee believes the evaluation to be arbitrary or unreasonable, 2545 or otherwise in conflict with the procedures outlined in this policy, and 2546 the issue has not been resolved in steps (b) and (c), the employee may 2547 proceed to address the matter through the expedited procedure

2548 contained in the Neutral, Internal Resolution of Policy Disputes 2549 process. 2550 2551 **2.** Each University department/unit shall develop and maintain procedures by which to evaluate each employee's annual assignment according to 2552 2553 criteria specified below in this Policy. These procedures shall include the method for distribution of any merit salary increase funds provided 2554 2555 pursuant to the BOT-UFF Agreement. The employees of each 2556 department/unit who are eligible to vote in department/unit governance 2557 shall participate in the development of these procedures and shall recommend implementation by vote of a majority of at least a quorum of 2558 2559 those employees. 2560 2561 (a) The proposed procedures, or revisions thereof, shall be first reviewed at 2562 the College level by the Dean for consistency with the respective 2563 School's/College's missions and goals and then reviewed by the 2564 Provost or designee to ensure that they are consistent with the mission 2565 and goals of the University and that they comply with the BOT-UFF 2566 Agreement and all relevant University policies. 2567 2568 **(b)** If the Provost or designee determines that the proposed procedures are not consistent with the missions and goals of the University, the BOT-2569 2570 UFF Agreement, or relevant University policies, the proposal shall be referred to the department/unit for revision with the reasons for non-2571 2572 approval expressed in writing. 2573 2574 (c) If the Provost or designee determines that procedures that have 2575 previously been approved by the Provost or designee are not consistent 2576 with the missions and goals of the University, the BOT-UFF 2577 Agreement, or relevant University policies, the procedures shall be 2578 referred to the department/unit for revision with specific reasons for 2579 the need for changes expressed in writing. 2580 2581 (d) Any changes made shall go into effect no earlier than the beginning of 2582 the following academic year. 2583 2584 3. Employees in each department/unit shall be provided access to that 2585 department/unit's current procedures for annual evaluation and

distribution of merit salary increase funds. The UFF-FIU President shall 2586 have access to all pertinent policies and procedures online. 2587 2588 2589 4. Upon written request from the employee, the persons responsible for 2590 supervising and evaluating an employee shall endeavor to assist the 2591 employee in correcting any major performance deficiencies reflected in the 2592 employee's annual evaluation. 2593 C. Third-Year Review Procedures 2594 2595 2596 Each unit/college procedure for third-year review must be approved by a vote of 2597 the majority of tenured and tenure-earning faculty in the department/unit and by 2598 the Provost or designee. 2599 2600 D. Tenure and Promotion Procedures 2601 2602 The procedures for the tenure and promotion processes are outlined in the 2603 Tenure and Promotion Manual which is located on the Office of the Provost website and are not subject to bargaining. 2604 2605 E. Post-Tenure Review Procedures 2606 2607 2608 1. The University agrees that it will not modify any of the provisions set forth in the "POST-TENURE FACULTY REVIEW PROCEDURES" policy 2609 2610 or related documents without engaging in collective bargaining. 2611 2612 2. The University shall provide to the UFF president a copy of (a) the 2613 Provost's annual report to the President and Board of Trustees (b) the 2614 audit reports generated pursuant to the Post-Tenure Review Policy. Each 2615 year, there shall also be a consultation between UFF-FIU and the provost, 2616 or their designee, including a discussion of any discrepancies between 2617 overall ratings that arose between the stages of review. 2618 2619 3. Every spring semester, the Provost shall issue a memorandum identifying 2620 the Faculty Members that will undergo post-tenure review for the 2621 following Academic Year. The Provost's memorandum will describe the 2622 timeline for the submission of materials by the Faculty Members. The

Provost will also make the Post-Tenure Faculty Review Procedures and all

2624		other applicable documents publicly available to faculty on the Provost's
2625		website.
2626		
2627	4.	Each year of the post-tenure review and for tenured Faculty Members
2628		who achieve a performance rating of "meets expectations" or "exceeds
2629		expectations," as defined in BOG Regulation 10.003, shall receive the
2630		following one-time bonus:
2631		
2632		(a) Faculty receiving the rating of "meets expectations shall receive a one-
2633		time bonus of \$2,000.
2634		
2635		<b>(b)</b> Faculty receiving the rating of "exceeds expectations" shall receive a
2636		one-time bonus of \$5,000.
2637		
2638	5.	The post-tenure review shall not consider or otherwise discriminate based
2639		on the Faculty Members' political or ideological viewpoints.
2640		
2641	IV.Criteria	
2642		
2643	A. An	nual Evaluation Criteria
2644	_	
2645	1.	Each University department/unit shall develop and maintain criteria by
2646		which to evaluate each employee's annual assignment according to the
2647		process specified below in this Policy. These criteria shall detail
2648		expectations of performance in teaching, research, service, and
2649		administrative effort germane to the discipline(s)/field(s) housed within
2650		the department/unit.
2651		(a) The annual desiration of existing existing about the first
2652		(a) The proposed criteria, or revisions of existing criteria, shall be first
2653		reviewed at the College level by the Dean for consistency with
2654		School/College missions and goals and then reviewed by the Provost
2655		or designee to ensure that they are consistent with the mission and
2656		goals of the University and that they comply with the BOT-UFF
2657		
		Agreement and all relevant University policies.
2658		
2658 2659		<b>(b)</b> If the Provost or designee determines that the proposed or existent
2658		

the proposal shall be referred to the department/unit for revision with 2662 2663 specific reason(s) for non-approval expressed in writing. . 2664 (c) If the Provost or designee determines that criteria that have previously 2665 2666 been approved by the Provost or designee are not consistent with the 2667 missions and goals of the University, the BOT-UFF Agreement, or relevant University policies, the procedures shall be referred to the 2668 department/unit for revision with specific reason(s) for the need for 2669 2670 change(s) expressed in writing.

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**(d)** Any new criteria shall become effective no earlier than the beginning of the following academic year after being fully approved.

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**2.** Employees in each department/unit shall be provided access to that department/unit's current criteria for annual evaluation. The UFF-FIU President shall have access to all pertinent policies and procedures online.

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#### B. Third-Year Review Criteria

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The third-year review will take into consideration the faculty's assignment and annual evaluations, and any other information that the department/unit faculty deem appropriate to be considered and have specified in department/unit procedures.

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#### C. Tenure and Promotion Criteria

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Requirements for appointment to and promotion within all tracks (tenure, teaching, research, clinical and professional practice) will be determined by the individual colleges/units and developed per appropriate Board of Trustee (BOT) rules, the BOT-UFF Collective Bargaining Agreement, appropriate policies and the University's Tenure and Promotion Manual.

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#### D. Post-Tenure Review Criteria

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Criteria related to post-tenure review shall be made in accordance with POST-TENURE FACULTY REVIEW PROCEDURES policy.

# 2698 BOT-UFF POLICY 4: EVALUATION FILE

### I. Purpose

To provide guidelines for the establishment, maintenance and use of employee evaluation files.

### II. Policy

There shall be one (1) evaluation file containing all documents used in the evaluation process, other than external review letters with restricted access granted in an evaluation for tenure, promotion, and successive fixed multi-year appointments. When evaluations and other personnel decisions are made, other than for tenure, promotion, and successive fixed multi-year appointments, the only documents which may be used are those contained in that file.

#### III. Access

The University shall take all reasonable steps to ensure the Evaluation File is housed securely and is made available to the employee online. A person designated by the employee may examine that employee's evaluation file with the written authorization.

#### IV. Use of Evaluative Materials

**A.** The only materials that can be the basis for evaluation of an employee's performance, other than for tenure, promotion, post-tenure review, and successive fixed multi-year appointments, are those contained in the employee's Evaluation File.

**B.** In the event a complaint is filed, the University, Board, UFF-FIU complaint representatives (designated by the faculty member), the Panel designated to hear policy disputes under the BOT-UFF Policy on Neutral, Internal Resolution of Policy Disputes, and the employee bringing the complaint shall have the right to use copies of materials from the employee's evaluation file in the complaint process.

### V. Anonymous Material.

There shall be no anonymous material in the evaluation file except for numerical summaries of student evaluations that are part of a regular evaluation procedure of classroom instruction and/or written comments from students obtained as part of that regular evaluation procedure. If written comments from students in a course are included in the evaluation file, all of the comments obtained in the same course must be included.

#### VI. Peer Committee Evaluations.

Evaluative materials, or summaries thereof, prepared by peer committees as part of a regular evaluation system, may be placed in an evaluation file when signed by a representative of the committee.

#### VII. Removal of Contents.

Materials shown to be contrary to fact shall be removed from the file. This section shall not authorize the removal of materials from the evaluation file when there is a dispute concerning a matter of judgment or opinion rather than fact. Materials may also be removed pursuant to the resolution of a grievance arising from the Collective Bargaining Agreement or of a complaint arising from a BOT-UFF Policy.

#### VIII. Limited Access Information.

Information reflecting evaluation of employee performance shall be available for inspection only by the employee, his or her representative (upon written authorization from the employee), University and Board officials who use the information in carrying out their responsibilities, peer committees responsible for evaluating employee performance, and others engaged by the parties to resolve disputes, or by others by court order. However, such limited access status shall not apply to summary data, by course, for the common "core" items contained in student course evaluations that have been selected as such by the Board or the University and made available by the University to the public on a regular basis.

## IX. Privacy of Social Security Numbers.

2773	Generally, University personnel records are public records and under the
2774	Sunshine Law are open for public inspection. However, employees' social
2775	security numbers are not public records. An individual's social security number
2776	must be removed from any record inspected or released in response to a public
2777	records request.

#### **BOT-UFF POLICY 5: PERFORMANCE IMPROVEMENT PLANS (PIPS)**

### I. Purpose

PIPs are assigned to support faculty in achieving "Satisfactory" performance relative to the expectations of their appointment and annual assignment. If a PIP requires specific activities beyond those expected within a regular assignment, faculty must be provided with the time/effort to complete those activities and that effort must be noted in the assignment. PIPs result from the following events:

#### II. Annual Evaluations

**A.** PIPs will be developed by the faculty member's supervisor in concert with the faculty member and will be communicated in writing.

**B.** PIPs will address deficiencies that caused the "Unsatisfactory" rating and identify specific performance goals for the following year that, if met, will result in at least a "Satisfactory" rating on the faculty member's subsequent Annual Evaluation.

**C.** PIPs will provide specific performance goals agreed, where possible, to by the faculty member, chair and the dean.

**D.** PIPs must be developed and agreed to in writing by both the faculty member and department chair no later than the start of the academic year following the unsatisfactory evaluation.

**E.** PIPs will require at least two periodic meetings between the faculty member and the department chair to review the faculty member's progress. Written appraisals of the progress will be produced by the department chair and shared with the faculty member and dean.

#### III. Post-Tenure Review

**A.** PIPs will be developed by Dean in concert with the chair and faculty member, where possible, and will be communicated in writing and approved by the Provost.

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2817	B. PIPs will address deficiencies that caused the overall "Does Not Meet
2818	Expectations" rating and identify specific performance goals for the following
2819	year that, if met, demonstrate at least "Satisfactory" performance relative to
2820	department/unit expectations.
2821	
2822	C. PIPs will provide specific performance goals agreed to in writing by the
2823	faculty member, chair, dean and provost by no later than the start of the
2824	academic year.
2825	
2826	<b>D.</b> PIPs will include a deadline for the faculty member to achieve these specific
2827	performance goals 12 months after the date the faculty member receives the
2828	approved PIP.
2829	
2830	IV. Misconduct
2831	
2832	<b>A.</b> PIPs that result from a formal finding of misconduct shall be performed
2833	according to the parameters set forth under BOT-UFF Policy on Disciplinary
2834	Action and Job Abandonment as well as FIU Policy #2370.070 (if applicable).

from a BOT-UFF Policy.

## 2835 BOT-UFF POLICY 6: ACCESS TO OFFICIAL PERSONNEL RECORDS

#### I. Purpose

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

### II. Policy

**A.** The official personnel record of each University employee is maintained in the Division of Human Resources and consists of copies of any action pertaining to employment (such as changes in salary, disciplinary actions, and annual evaluations). However, the only file that can be the basis for evaluation of an employee's performance is the Department's Evaluation File referred to in the Evaluation File Policy.

 **B.** An employee may examine the official personnel records during the regular business hours of the Division of Human Resources, upon reasonable advance notice, within a reasonable amount of time after said notice and under such conditions as are necessary to ensure their integrity and safekeeping.

**C.** An employee may attach a written response to any document existing in their personnel record. Any document, or portion thereof, found to be contrary to

fact shall be removed from the official personnel record. This section shall not authorize the removal of materials from the personnel record where there is a

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

dispute concerning a matter of judgment or opinion rather than fact.

Materials may also be removed pursuant to the resolution of a grievance

arising from the Collective Bargaining Agreement or of a complaint arising

**E.** All requests for employee information, including both current and former employees, should be submitted in writing to the Division of Human Resources for production.

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- **F.** Upon request, an employee is entitled to one (1) free copy of any materials in the personnel record. Additional copies may be obtained by the employee upon the payment of a reasonable fee for photocopying.
- **G.** Employees' social security numbers are not public records. An individual's social security number must be removed from any record inspected or released in response to a public records request.
- H. Information reflecting evaluation of faculty performance are limited access records and shall be available for inspection only by the faculty member, his or her representative (upon written authorization from the faculty member), University and Board officials who use the information in carrying out their responsibilities, peer committees responsible for evaluating employee performance, and others engaged by the parties to resolve disputes, or by others by court order. However, such limited access status shall not apply to summary data, by course, for the common "core" items contained in student course evaluations, which have been selected as such by the Board or the University and made available by the University to the public on a regular basis.

2892		<b>BOT-UFF POLICY 7: NON-REAPPOINTMENT</b>
2893	т	No Duo o auto Dialet
2894 2895	1.	No Property Right
2896 2897		No appointment shall create any right, interest, or expectancy in any other appointment beyond its specific terms, except as provided in Article 8.2 and
2898 2899		Article 9 of the BOT-UFF Collective Bargaining Agreement.
2900	ΤΤ	Notice
2901	11.	routee
2902		<b>A.</b> All employees, except those described in Sections (b)(i) and (c) below are
2903		entitled to the following written notice that they will not be offered further
2904		appointment:
2905		of the second se
2906		1. For employees in their first two (2) years of continuous University service
2907		one semester (or its equivalent, 19.5 weeks, for employees appointed for
2908		more than an academic year);
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2910		2. For employees with two (2) or more years of continuous University
2911		service one year; or
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2913		<b>B.</b> For non-tenure track faculty members with two (2) or more years of
2914		continuous service who are not on a fixed multi-year or visiting appointment
2915		the non-reappointment process will be the following.
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2917		1. Improvement Year
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2919		If a non-tenure track faculty member receives an "Unsatisfactory" overall
2920		rating on their Annual Evaluation, they will be placed on a Performance
2921		Improvement Plan (PIP) for the following year.
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2923		
2924		2. Review
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2926		In the first Annual Performance Evaluation under the PIP, the department
2927		chair will review the faculty member's progress in meeting the performance
2928		goals agreed to in the PIP. If the performance goals have been met, then the
2929		PIP is terminated and the faculty member receives a notice of the successful

completion of the PIP. No other actions are required to address the previous 2930 2931 year's unsatisfactory evaluation. 2932 2933 3. Non-Reappointment 2934 2935 Notice of non-reappointment may be given to nontenure track faculty 2936 members in accordance with (2)(a)(i) and (ii) above only after: 2937 i. 2938 The faculty member has been placed on a PIP for a year; and 2939 2940 ii. Over the course of a year of evaluation and consultation, the 2941 faculty member has not met the agreed upon goals of the 2942 Performance Improvement Plan; and 2943 2944 iii. The faculty member has received a second consecutive 2945 "Unsatisfactory" overall rating on their Annual Evaluation or three "Unsatisfactory" overall ratings on their Annual 2946 2947 Evaluations over a consecutive five-year period. 2948 2949 2950 **4.** The provision of notice under this section does not provide rights to a 2951 summer appointment beyond those provided in "Summer Appointments" 2952 section of the BOT-UFF Policy on Appointments. 2953 2954 C. Employees who are on "soft money," e.g., contracts and grants, sponsored research funds, and grants and donations trust funds are entitled to the 2955 2956 following written notice that they will not be offered further appointment: 2957 2958 1. For employees in their first five (5) years of continuous University service, 2959 no notice need be provided and the statement in (d), below, shall be 2960 included in their letter of offer or notice of change in appointment; or 2961 2962 **2.** For employees with five (5) or more years of continuous University 2963 service, ninety (90) days' notice shall be provided contingent upon funds being available in the contract or grant. 2964 2965 2966 **D.** Employees who are appointed for less than one (1) academic year, who are 2967 appointed to a visiting appointment, who are appointed to a fixed multi-year

appointment and employees employed in an auxiliary entity, are not entitled to notice that they will not be offered further appointment, and the statement in (d), below, shall be included in their letter of offer or notice of change in appointment.

**E.** Employees described in Sections (b)(1) and (c), above, shall have the following statement included in their letter of offer or appointment:

Your employment under this letter of offer or appointment will cease on the date indicated. No further notice of cessation of employment is required.

**F.** An employee who is entitled to written notice of non-reappointment in accordance with the provisions of Section (2) who receives written notice that the employee will not be offered further appointment shall be entitled, upon written request within twenty (20) days following receipt of such notice, to a written statement of the basis for the decision not to reappoint. Thereafter, the President or designee shall provide such statement within twenty (20) days following receipt of such request. All such notices and statements are to be sent by certified mail, return receipt requested, or delivered in person to the employee with written documentation of receipt obtained.

### **III. Complaints Regarding Non-Reappointment**

 The decision to not reappoint is not subject to the BOT-UFF Policy on Neutral, Internal Resolution of Policy Disputes, or the contractual grievance process except that an employee who receives written notice of non-reappointment may contest the decision, pursuant to the Neutral, Internal Resolution of Policy Disputes process because of an alleged violation of a specific term of a BOT-UFF Policy or pursuant to the contractual grievance process because of an alleged violation of the BOT-UFF Agreement or because of an alleged violation of the employee's constitutional rights. Such complaints or grievances must be filed within thirty (30) days of receipt of the statement of the basis for the decision not to reappoint pursuant to Section (2)(e) or receipt of the notice of non-reappointment if no statement is requested.

## IV. Non-Reappointment Considerations

3006 If the decision not to reappoint was based solely upon adverse financial 3007 circumstances, reallocation of resources, reorganization of degree or curriculum offerings or requirements, reorganization of academic or administrative 3008 3009 structures, programs, or functions, and/or curtailment or abolition of one or more programs or functions, the University shall take the following actions: 3010 3011 3012 **A.** Make a reasonable effort to locate appropriate alternative or equivalent

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employment within the University; and

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**B.** Offer such employee, who is not otherwise employed in an equivalent fulltime position, re-employment in the same or similar position at the University for a period of two years following the initial notice of non-reappointment, should an opportunity for such re-employment arise. All persons on the recall list shall regularly be sent the FIU position vacancy announcements. For this purpose, it shall be the employee's responsibility to keep the Division of Human Resources advised of the employee's current address. Any offer of reemployment pursuant to this section must be accepted within fifteen (15) days after the date of the offer, such acceptance to take effect not later than the beginning of the semester immediately following the date the offer was made. In the event such offer of reemployment is not accepted, the employee shall receive no further consideration pursuant to this Policy.

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### V. Resignation

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An employee who wishes to resign has the professional obligation, when possible, to provide the University with at least one semester's notice. Upon resignation, all consideration for tenure and reappointment shall cease.

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### VI. Notice Document

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Notice of appointment and non-reappointment shall not be contained in the same document.

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#### **BOT-UFF POLICY 8: PROMOTIONS**

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#### 3041 I. Purpose

3043 To provide academic units and employees with guidelines to be used in making promotion decisions. 3044 3045 II. Policy 3046 3047 3048 In order to be considered for promotion, an employee shall meet the 3049 qualifications for initial appointment to the proposed rank and successful performance at the level of the qualifications corresponding to that rank. 3050 3051 Promotion decisions are not merely a totaling of an employee's annual performance evaluations. Rather, the University, through its faculty, librarians, 3052 professional employees, and administrators, assesses the employee's potential 3053 for growth and scholarly contribution as well as past meritorious performance. 3054 3055 3056 **III.Procedures** 3057 3058 A. Eligibility 3059 3060 1. Employees with the following classification shall be eligible to apply for promotion: 3061 3062 (a) Assistant Professor, Associate Professor, 3063 3064 (b) Assistant Teaching Professor, Associate Teaching Professor, 3065 3066 3067 (c) Instructor, Lecturer, Senior Instructor, Senior Lecturer, 3068 3069 (d) Instructor Librarian, Assistant University Librarian, Associate 3070 University Librarian, 3071 3072 (e) Assistant Scholar/Scientist/Engineer (Research Assistant Professor), 3073 Scholar/Scientist/Engineer (Research Associate Professor), 3074 (f) Research Associate, Senior Research Associate, 3075 3076 3077 (g) Instructional Specialist, and Senior Instructional Specialist 3078 3079 2. Employees appointed with the modifiers "Clinical" or "Professional Practice" shall be eligible for promotion. 3080

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3. Employees appointed with the modifier "Visiting" shall not be eligible for promotion.

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## **B.** Annual Promotion Appraisals

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Upon annual written request, beginning with the second year of employment, employees' eligible for promotion shall be apprised of their progress toward promotion. The promotion appraisal shall be included as a separate component of the annual evaluation and is intended to provide assistance and counseling to candidates to help them to qualify themselves for promotion. The employee may request, in writing, a meeting with an administrator at the next highest level to discuss concerns regarding the promotion appraisal that were not resolved in discussions with the employee's supervisor. The promotion appraisals shall not be the sole basis for a decision concerning the employee's application for promotion.

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#### C. Promotion Criteria and Procedures

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1. Each college/school and/or department/unit, as its faculty deem appropriate, subject to the approval of the Dean/Director and Provost, shall adopt its own promotion criteria and procedures, consistent with University-wide criteria and procedures, and reflecting the particular mission and disciplinary requirements specific to the academic unit.

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(a) Policies on the promotion process must include a poll by secret ballot of the members of the employee's department/unit concerning the employee's promotion application, in accordance with criteria for voting set out by the employee's department/unit.

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**(b)** Such criteria and procedures, as appropriate to the academic unit, shall provide for promotion to Senior Lecturer, Senior Instructor, University Lecturer, University Instructor, Associate Teaching Professor, Teaching Professor, Assistant University Librarian, Associate University Librarian, University Librarian, Associate Scholar/Scientist/Engineer (Research Associate Professor), Scholar/Scientist/Engineer (Research Professor), Associate Professor, Professor, Research Associate, Senior

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3118	Research Associate, Instructional Specialist, and Senior Instructional
3119	Specialist.
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3121	(c) In the event that through the University's Strategic Planning process
3122	there is a recommendation different than the process defined in this
3123	policy, the parties agree to renegotiate this policy without the use of a
3124	reopener.
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3126	<b>2.</b> Any proposal to develop or modify promotion criteria or procedures shall
3127	be available for discussion and a vote by members of the affected
3128	departments/units before adoption.
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3130	(a) Promotion decisions shall be a result of meritorious performance and
3131	shall be based upon established criteria and procedures specified in
3132	writing by the University.
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3134	(b) Promotion criteria and procedures shall be available in the
3135	departmental/unit office and/or at the college/unit level online.
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3137	(c) The University may modify promotion criteria or procedures so long
3138	as the UFF-FIU Chapter has been notified of the proposed changes and
3139	offered an opportunity to discuss such changes in consultation with
3140	the Provost or designee.
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3142	(d) Changes in promotion criteria or procedures shall not become effective
3143	until one (1) year following adoption of the changes, unless mutually
3144	agreed to in writing by the UFF-FIU Chapter President and the
3145	Provost. The date of adoption shall be the date on which the changes
3146	are approved by the Provost.
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3148	3. In the matter of promotion to Senior Lecturer, Senior Instructor,
3149	University Lecturer and University Instructor, Associate Teaching
3150	Professor, and Teaching Professor, the Provost, in accordance with the
3151	university governance process and subject to consultation with UFF-FIU,
3152	shall determine the criteria and procedures.
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3154	(a) All faculty in the instructor ranks before September 2020 shall be
3155	laterally reclassified to an equivalent teaching professor rank. When a

lateral reclassification occurs and there is no break in service, time in the Instructor rank shall count towards promotion. In no case will a faculty member be reclassified to an equivalently higher rank without going through the promotion process.

## D. The Promotion File

- 1. Prior to the consideration of the employee's promotion, the employee shall have the right to review the contents of the promotion file, absent external review letters.

**2.** It is the responsibility of the employee to see that the file is complete and contains no material misrepresentation by the employee. If any material is added to the promotion file after the commencement of consideration, a copy shall be sent to the employee within five (5) days (by personal delivery or by mail, return receipt requested).

**3.** The employee may attach a brief response within five (5) days of their receipt of the added material. The file shall not be forwarded until the employee either submits a response or the second five (5) day period expires, whichever occurs first.

**4.** The promotion file shall include a copy of applicable promotion criteria, the employee's annual assignments, annual evaluations, and the employee's promotion appraisal(s).

**5.** The only documents that may be considered in making a promotion recommendation are those contained or referenced in the promotion file.

#### E. Notice of Award or Denial of Promotion

The University President shall decide whether to award promotion and shall notify the employee in writing of his or her decision within ten (10) days of that decision. Upon written request by an employee within twenty (20) days of the employee's receipt of such decision, the University shall provide the employee with a written statement of the reasons why the promotion was denied. Should an employee elect not to request such a written statement of reasons, the date of the act or omission giving rise to a complaint concerning

3194	the denial of promotion shall be deemed to be seven (7) days from the date of
3195	the employee's receipt of notice that a promotion shall not be awarded.
3196	Should an employee request such a written statement of reasons, the date of
3197	the act or omission giving rise to any complaint concerning denial of a
3198	promotion shall be deemed the date of the employee's receipt of a written
3199	statement of reasons why promotion was not awarded.

IV. Notice of Discipline

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3200		BOT-UFF POLICY 9: DISCIPLINARY ACTION AND JOB ABANDONMENT
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3202	I.	Just Cause
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3204		A. The purpose of this Policy is to provide a prompt and equitable procedure
3205		for disciplinary action taken with just cause. Just cause shall be defined as:
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3207		1. incompetence, or
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3209		2. misconduct
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3211		<b>B.</b> An employee's activities which fall outside the scope of employment shall
3212		constitute misconduct only if such activities adversely affect the legitimate
3213		interests of the University or Board.
3214		
3215	II.	Progressive Discipline
3216		
3217		Both parties endorse the principle of progressive discipline as applied to
3218		professionals.
3219		
3220	II	I. Notice of Intent for Suspension or Termination
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3222		When the President or designee has reason to believe that a suspension or
3223		termination should be imposed, the President or designee shall provide the
3224		employee with a written notice of the proposed action and the reasons therefore.
3225		Such notice shall be sent certified mail, return receipt requested, or delivered in
3226		person with written documentation of receipt obtained. The employee shall be
3227		given ten (10) days in which to respond in writing to the President or designee
3228		before the proposed action is taken. The President or designee then may issue a
3229		notice of disciplinary action under Section (4). The employee has a right to union
3230		representation during investigatory questioning that may reasonably be expected
3231		to result in disciplinary action. If the President or designee does not issue a notice
3232		of disciplinary action, the notice of proposed disciplinary action shall not be
3233		retained in the employee's evaluation file.
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All notices of disciplinary action shall include a statement of the reasons
therefore and a statement advising the employee that the action is subject to the
BOT-UFF Policy on Neutral, Internal Resolution of Policy Disputes and may, in
the event of an allegation of a violation of the BOT-UFF Agreement, be subject to
the grievance procedure thereunder. All such notices shall be sent certified mail,
return receipt requested, or delivered in person to the employee with written
documentation of receipt obtained.

#### V. Termination

A tenured appointment or any appointment of definite duration may be terminated during its term for just cause. An employee shall be given written notice of termination at least six (6) months in advance of the effective date of such termination, except that in cases where the President or designee determines that an employee's actions adversely affect the functioning of the University or jeopardize the safety or welfare of the employee, colleagues, or students, the President or designee may give less than six (6) months' notice.

## VI. Disciplinary Action Other than Termination

The University retains its right to impose disciplinary action other than termination for just cause including, but not limited to, reprimand and suspension with or without pay. Counseling, including recommendations for participation in an Employee Assistance Program, shall not be considered disciplinary action.

## VII. Job Abandonment

**A.** If an employee is absent without authorized leave for twelve (12) or more consecutive days, excluding officially observed University Holidays or days when the University is officially closed by the directive of the University President or President's designee, under the provisions of the BOT-UFF Policy on Leaves, the employee shall be considered to have abandoned the position and voluntarily resigned from the University.

**B.** Notwithstanding paragraph (a), above, if the employee's absence is for reasons beyond the control of the employee and the employee notifies the

3274 University as soon as practicable, the employee will not be considered to have abandoned the position. 3275 3276 VIII. 3277 **Employee Assistance Program** 3278 3279 Neither the fact of an employee's participation in an employee assistance 3280 program, nor information generated by participation in the program, shall be used as a reason for discipline under this Policy, except for information relating 3281 3282 to an employee's failure to participate in an employee assistance program consistent with the terms to which the employee and the University have agreed. 3283 3284 IX. Review Procedure 3285 3286 3287 The procedure for review of any disciplinary action shall be the procedures of 3288 the BOT-UFF Policy on Neutral, Internal Resolution of Policy Disputes. This 3289 provision does not prohibit the filing of a grievance for an alleged violation of an article in the BOT-UFF Agreement. 3290

3291	BOT-UFF POLICY 10: LEAVES
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3293	I. Purpose
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3295	To establish policy and procedures concerning employee leaves.
3296	
3297	II. Policy
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3299	A. Requests for A Leave or Extension of Leave of One (1) Semester or More
3300	
3301	1. For a leave of one (1) semester or more, an employee shall make a written
3302	request not less than 120 days prior to the beginning of the proposed
3303	leave, if practicable.
3304	
3305	2. For an extension of a leave of one (1) semester or more, an employee shall
3306	make a written request not less than sixty (60) days before the end of the
3307	leave, if practicable.
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3309	3. The University shall approve or deny such request in writing not later
3310	than thirty (30) days after receipt of the request.
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3312	4. An absence without approved leave or extension of leave shall subject the
3313	employee to the provisions of Section 7 of the BOT-UFF Policy on
3314	Disciplinary Action and Job Abandonment.
3315	
3316	5. An employee's request for use of leave for an event covered by the
3317	provisions of the Family and Medical Leave Act (FMLA) of 1993 (Public
3318	Law 103-3) shall be submitted and responded to in accordance with the
3319	provisions of Section 6 of this Policy.
3320	
3321	B. Return from Leave.
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3323	An employee who returns from an approved leave of absence with or
3324	without pay shall be returned to the same classification, unless the University
3325	and the employee agree in writing to other terms and conditions. The return
3326	from FMLA leave shall be in accordance with Section 6 of this Policy.
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## C. Accrual During Leave with Pay

An employee shall accrue normal leave credits while on compensated leave in full-pay status, or while participating in the sabbatical or professional development programs. If an employee is on compensated leave in less than full-pay status for other than sabbaticals or professional development programs, the employee shall accrue leave in proportion to the pay status.

## D. Tenure Credit During Periods of Leave

Semester(s) during which an employee is on compensated or uncompensated leave for more than twenty (20) days shall not be creditable for the purpose of determining eligibility for tenure, except by mutual agreement of the employee and the University. In deciding whether to credit such leave toward tenure eligibility, the President or designee shall consider the duration of the leave, the relevance of the employee's activities while on such leave to the employee's professional development and to the employee's field of employment, the benefits, if any, which accrue to the University by virtue of placing the employee on such leave, and other appropriate factors.

# E. Holidays

1. An employee shall be entitled to observe all official University holidays. No classes shall be scheduled on holidays. Classes not held because of a holiday shall not be rescheduled.

2. Supervisors are encouraged not to require an employee to perform duties on holidays; however, an employee required to perform duties on holidays shall have the employee's schedule adjusted to provide equivalent time off, up to a maximum of eight (8) hours for each holiday worked.

**3.** If an employee who has performed duties on a holiday terminates employment prior to being given time off, the employee shall be paid, upon termination, for the holiday hours worked within the previous twelve (12) month period.

## F. Family and Medical Leave Act (FMLA) Entitlements

The Family and Medical Leave Act of 1993 ("FMLA") is the common name for the federal law providing eligible employees an entitlement of up to twelve (12) weeks of leave (or twenty-six (26) weeks of military caregiver leave) without pay for qualified family or medical reasons during a one-year period. This Act entitles the employee to take leave without pay; where University policies permit, employees may use accrued leave with pay during any qualifying family or medical leave. The failure to list, define, or specify any particular provision or portion of the FMLA in this Policy shall in no way constitute a waiver of any of the rights or benefits conferred to the employer or the employee through the FMLA.

Under FMLA, the University is responsible in all circumstances for designating leaves as FMLA-qualifying when appropriate and providing the designation to the employee within five (5) business days, absent extenuating circumstances, after the University has had sufficient information to determine whether the leave is FMLA-qualifying. FMLA does not allow the University to delay the designation of a FMLA-qualifying leave or designate more than the twelve (12) weeks of leave (or twenty-six (26) weeks of military caregiver leave) as FMLA leave.

## 1. Implementation of FMLA Leave Entitlements

(a) An employee, whether salaried or paid from Other Personal Services (OPS), is entitled to twelve (12) weeks of FMLA leave or twenty-six (26) weeks of military caregiver leave within a twelve (12) month period for any qualifying family or medical leave.

**(b)** A salaried employee is entitled to a parental leave for up to twenty-six weeks in accordance with the provisions of Section 7 of this Policy for a birth or adoption of the employee's child. The first twelve (12) weeks of the paid parental leave shall be designated as a FMLA leave if FMLA conditions apply.

2. Accounting for the Use of FMLA Leave in a Twelve-Month Period

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- (a) A rolling year (commencing with the first day of leave) shall be the designated twelve (12) month period in which to count the use of up to twelve (12) weeks of FMLA leave or twenty-six (26) weeks of military caregiver leave.
- **(b)** An eligible employee's entitlement to leave for a birth or placement for adoption or foster care expires at the end of a twelve (12) month period beginning on the date of the birth or placement of the child.

## 3. Use and Approval of FMLA Leave

- (a) The University shall approve FMLA leave for an eligible employee as long as the reasons for absence qualify under the FMLA and the employee has not exhausted the employee's twelve (12) weeks of leave (or twenty-six weeks of military caregiver leave) within the appropriate 12-month period for such leave. The employee may request FMLA leave as accrued leave, leave without pay, or a combination of both.
- (b) The University may require that the employee use accrued leave with pay prior to requesting leave without pay for the twelve (12) weeks of FMLA leave or the twenty-six (26) weeks of military caregiver leave. Requiring the use of paid leave shall be applied consistently and may not be used merely to exhaust the employee's leave balance in order to prohibit the use of paid leave while on leave without pay as provided for in this Policy.
- (c) After the President or designee has acquired knowledge that the leave is being taken for an FMLA required reason, the President or designee shall within two business days, absent extenuating circumstances, notify the employee of the period of FMLA leave to be granted, including the date of return to employment. If the notice is oral, it shall be confirmed in writing no later than the following payday (unless the payday is less than one week after the oral notice, in which case the notice must be no later than the subsequent payday).

#### G. Parental Leave

- 1. An employee, at the employee's request, shall be granted parental leave when the employee becomes a biological parent or a child is placed in the employee's home pending adoption. Foster care is not covered under parental leave but is provided through the FMLA provisions in accordance with this Policy.

2. Except as indicated in 7(f), once during his or her employment career at FIU, at the employee's discretion, an employee on a 12-month appointment shall be granted parental leave at full pay for a period not to exceed twenty-six (26) consecutive weeks. Such paid parental leave shall begin no earlier than two (2) weeks before the expected date of the child's birth or placement in the employee's home or the actual date of the child's birth or placement in the employee's home, whichever is earlier, and shall end no later than one (1) year from the date of the child's birth or placement in the employee's home.

 3. Except as indicated in 7(f), once during his or her employment career at FIU, at the employee's discretion, an employee on an Academic Year appointment shall be granted a parental leave at full pay during Fall or Spring semester and at .33 FTE during Summer A or Summer B, for a period not to exceed twenty-six (26) consecutive weeks. Such paid parental leave shall begin no earlier than the first day of classes in the semester during which the child's birth or placement in the employee's home is expected or during which the actual date of birth or placement occurs, whichever is earlier, and shall end no later than one (1) year from the date of the child's birth or placement in the employee's home. Where circumstances permit, employees are encouraged to begin parental leave at the beginning of the first week of classes in the semester.

4. If an employee who takes paid parental leave pursuant to paragraph 7(b) or (c) requests parental leave for a period of more than twenty-six (26) consecutive weeks, the employee may use a combination of paid leave, accrued leave and leave without pay, and such request shall include the specific periods for each type of leave requested. Use of accrued leave during an approved period of leave without pay shall be in accordance with Section (o) of this Policy.

- (a) The President or designee shall acknowledge to the employee in writing the period of paid parental leave to be taken and the date of return to employment.
- (b) In addition to paid parental leave and at the employee's request, the President or designee shall grant further accrued leave at the employee's request for a period not to exceed the employee's accrued leave, and/or full-time and/or part-time leave without pay for a period not to exceed one (1) year unless the President or designee determines that granting such leave would be inconsistent with the best interests of the University.
- **(c)** Any illness caused or contributed to by pregnancy shall be treated as a temporary disability and the employee shall be allowed to use accrued sick leave credits when such temporary disability is certified by a health care provider.
- **5.** Upon agreement between the employee and the University, intermittent FMLA leave or a reduced work schedule may be approved for the birth of the employee's child or placement of a child with the employee for adoption in accordance with Section 6 of this Policy.
- 6. Once during his or her employment at FIU, at the employee's discretion, the twenty-six (26) consecutive weeks of parental leave may be split and used in two (2) consecutive week intervals. This would allow an employee to use parental leave for the birth or adoption of a child and another parental leave for a subsequent birth or adoption of a child. In no instance can the parental leave be utilized in more than two (2) semesters during the employee's career at FIU.
- 7. Subsequent to the use of parental leave, the employee who is on a nine (9) month contract may be required, at the discretion of the University, to return to employment at FIU for two (2) semesters. In the event that the employees fails or refuses to return to employment at FIU, the University may recoup the value of the parental leave that was granted. If the employee is on a twelve (12) month contract, the employee may be required, at the discretion of the University, return to employment for six (6) months or the University may recoup the value of the parental leave

3516 that was granted. The recoupment will not apply in circumstances where 3517 the employee is not allowed to return to employment by FIU. 3518 3519 H. Leaves Due to Illness/Injury 3520 3521 Illness/Injury is defined as any physical or mental impairment of health, including such an impairment proximately resulting from pregnancy, which 3522 3523 does not allow an employee to fully and properly perform the duties of the 3524 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 3525 3526 apply. 3527 1. Sick Leave 3528 3529 3530 (a) Accrual of Sick Leave 3531 3532 A full-time employee shall accrue four (4) hours of sick leave 3533 for each biweekly pay period, or the number of hours that 3534 are directly proportionate to the number of days worked during less than a fullpay period, without limitation as to 3535 3536 the total number of hours that may be accrued. 3537 ii. A part-time employee shall accrue sick leave at a rate 3538 3539 directly proportionate to the percent of time employed. 3540 iii. 3541 An employee appointed under Other Personal Services 3542 (OPS) shall not accrue sick leave. 3543 (b) Uses of Sick Leave 3544 3545 3546 i. Sick leave shall be accrued before being taken, provided that an employee who participates in a sick leave pool shall not 3547 3548 be prohibited from using sick leave otherwise available to 3549 the employee through the sick leave pool. 3550 ii. 3551 Sick leave shall be authorized for the following: 3552

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- **a.** The employee's personal illness or exposure to a contagious disease which would endanger others.
- **b.** The employee's personal appointments with a Health care provider.
- c. The illness or injury of a member of the employee's immediate family, at the discretion of the supervisor. Approval of requests for use of reasonable amounts of sick leave for caring for a member of the employee's immediate family shall not be unreasonably withheld. "Immediate family" means the spouse, domestic partner, the grandparents, parents, brothers, sisters, children, and grandchildren of the employee, the employee's spouse, domestic partner, or other dependents of the employee, employee's spouse or domestic partner, living in the household.
- **d.** The death of a member of the employee's immediate family, at the discretion of the supervisor. Approval of requests for use of reasonable amounts of sick leave, in addition to paid Bereavement Leave otherwise provided by this Policy, for the death of a member of the employee's immediate family shall not be unreasonably withheld.
- iii. A continuous period of sick leave commences with the first day of absence and includes all subsequent days until the employee returns to work. For this purpose, Saturdays, Sundays, and official holidays observed by the State shall not be counted unless the employee is scheduled to perform services on such days. During any seven (7) day period, the maximum number of days of sick leave charged against any employee shall be five (5).
- **iv.** An employee who requires the use of sick leave should notify the supervisor as soon as practicable.

v. An employee who becomes eligible for the use of sick leave while on approved annual leave shall, upon notifying the supervisor, substitute the use of accrued sick leave to cover such circumstances.

#### (c) Certification

If an employee's request for absence or absence exceeds four (4) consecutive days, or if a pattern of absence is documented, the University may require an employee to furnish certification issued by an attending health care provider of the medical reasons necessitating the absence and/or the employee's ability to return to work. If the medical certification furnished by the employee is not acceptable, the employee may be required to submit to a medical examination by a health care provider who is not a University staff member which shall be paid for by the University. If the medical certification indicates that the employee is unable to perform assigned duties, the President or designee may place the employee on compulsory leave under the conditions set forth in Section 8 (c) of this Policy.

# (d) Payment for Unused Sick Leave

- i. An employee with less than ten (10) years of FIU service who separates from FIU shall not be paid for any unused sick leave.
- ii. An employee who has completed ten (10) or more years of FIU service, has not been found guilty or has not admitted to being guilty of committing, aiding, or abetting any embezzlement, theft, or bribery in connection with State government, or has not been found guilty by a court of competent jurisdiction of having violated any State law against or prohibiting strikes by public employees, and separates from FIU because of retirement for other than disability reasons, termination, or death, shall be compensated at the employee's current regular hourly rate of pay for one-eighth of all unused sick leave accrued prior to October 1, 1973, plus one-fourth of all unused sick leave

accrued on or after October 1, 1973; provided that one-fourth of the unused sick leave since 1973 does not exceed 480 hours. The compensation in this paragraph 8(4)(b) shall not be given to an employee who starts employment at FIU on or after July 1, 2006.

- iii. Upon layoff, an employee with ten (10) or more years of FIU service shall be paid for unused sick leave as described in paragraph b., above, unless the employee requests in writing that unused sick leave be retained pending re-employment. For an employee who is reemployed by the University within twelve (12) calendar months following layoff, all unused sick leave shall be restored to the employee, provided the employee requests such action in writing and repays the full amount of any lump sum leave payments received at the time of layoff. An employee who is not reemployed within twelve (12) calendar months following layoff shall be paid for sick leave in accordance with this Policy.
- iv. All payments for unused sick leave shall be made in lump sum and shall not be used in determining the average final compensation of an employee in any State administered retirement system. An employee shall not be carried on the payroll beyond the last official day of employment, except that an employee who is unable to perform duties because of a disability may be continued on the payroll until all sick leave is exhausted.
- v. If an employee has received a lump sum payment for accrued sick leave, the employee may elect in writing, upon re-employment within 100 days, to restore the employee's accrued sick leave. Restoration will be effective upon the repayment of the full lump sum leave payment.
- vi. In the event of the death of an employee, payment for unused sick leave at the time of death shall be made to the employee's beneficiary, estate, or as provided by law.

## 2. Job-Related Illness/injury

Job-Related Illiess/Illjury

- (a) An employee who sustains a job-related illness/injury that is compensable under the Workers' Compensation Law shall be carried in full-pay status for a period of medically certified illness/injury not to exceed seven (7) days immediately following the illness/injury, or for a maximum of forty (40) work hours if taken intermittently without being required to use accrued sick or annual leave.
- **(b)** If, as a result of the job-related illness/injury, the employee is unable to resume work at the end of the period provided in paragraph (1), above:
  - i. The employee may elect to use accrued leave in an amount necessary to receive salary payment that will increase the Workers' Compensation payments to the total salary being received prior to the occurrence of the illness/injury. In no case shall the employee's salary and Workers' Compensation benefits exceed the amount of the employee's regular salary payments; or
  - ii. The employee shall be placed on leave without pay and shall receive normal Workers' Compensation benefits if the employee has exhausted all accrued leave in accordance with paragraph (a), above, or the employee elects not to use accrued leave.
- **(c)** This period of leave with or without pay shall be in accordance with Chapter 440 (Worker's Compensation), Florida Statutes.
- (d) If, at the end of the leave period, the employee is unable to return to work and perform assigned duties, the President or designee should advise the employee, as appropriate, of the Florida Retirement System's disability provisions and application process, and may, based upon a current medical certification by a health care provider prescribed in accordance with Chapter 440 (Worker's

3705	Compensation), Florida Statutes, and taking the University's need
3706	into account:
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3708	i. Offer the employee part-time employment;
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3710	ii. Place the employee in leave without pay status or extend
3711	such status;
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3713	iii. Request the employee's resignation; or
3714	
3715	iv. Release the employee from employment, notwithstanding
3716	any other provisions of this Agreement.
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3718	I. Compulsory Leave
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3720	1. Placing Employee on Compulsory Leave
3721	
3722	(a) If an employee is unable to perform assigned duties due to
3723	illness/injury the President or designee may require the employee
3724	to submit to a medical examination, the results of which shall be
3725	released to the University, by a health care provider chosen and
3726	paid by the University, or by a health care provider chosen and
3727	paid by the employee, who is acceptable to the President or
3728	designee. Such health care provider shall submit the appropriate
3729	medical certification(s) to the University.
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3731	(b) If the University agrees to accept the employee's choice of a health
3732	care provider the University may not then require another
3733	University-paid examination.
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3735	(c) If the medical examination confirms that the employee is unable to
3736	perform assigned duties, the President or designee shall place the
3737	employee on compulsory leave.
3738	
3739	2. Conditions of Compulsory Leave
3740	
3741	(a) Written notification to the employee placing the employee on
3742	compulsory leave shall include the duration of the compulsory

3743	leave period and the conditions under which the employee may
3744	return to work. These conditions may include the requirement of
3745	the successful completion of, or participation in, a program of
3746	rehabilitation or treatment, and follow-up medical certification(s)
3747	by the health care provider, as appropriate.
3748	
3749	(b) The compulsory leave period may be leave with pay or leave
3750	without pay. If the compulsory leave combines the use of accrued
3751	leave with leave without pay, the use of such leave shall be in
3752	accordance with Section (o) of this Policy.
3753	
3754	(c) If the employee fulfills the terms and conditions of the compulsory
3755	leave and receives a current medical certification that the employee
3756	is able to perform assigned duties, the President or designee shall
3757	return the employee to the employee's previous duties, if possible,
3758	or to equivalent duties.
3759	
3760	3. Duration
3761	
3762	Compulsory leave, with or without pay, shall be for a period not to exceed
3763	the duration of the illness/injury or one year, whichever is less.
3764	
3765	4. Failure to Complete Conditions of Compulsory Leave or Inability to
3766	Return to Work.
3767	
3768	If the employee fails to fulfill the terms and conditions of a compulsory
3769	leave and/or is unable to return to work and perform assigned duties at
3770	the end of a leave period, the President or designee should advise the
3771	employee, as appropriate, of the Florida Retirement System's disability
3772	provisions and application process, and may, based upon the University's
3773	needs:
3774	
3775	(a) Offer the employee part-time employment;
3776	
3777	(b) Place the employee in leave without pay status or extend such
3778	status;
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3780	(c) Request the employee's resignation; or

**(d)** Release the employee from employment, notwithstanding any other provisions of any BOT-UFF Policy or the BOT-UFF Agreement.

## J. Annual Leave

## 1. Accrual of Annual Leave.

(a) Full-time employees appointed for more than nine (9) months, except employees on academic year appointments, shall accrue annual leave at the rate of 6.769 hours biweekly or 14.667 hours per month (or a number of hours that is directly proportionate to the number of days worked during less than a full-pay period for full-time employees), and the hours accrued shall be credited at the conclusion of each pay period or, upon termination, at the effective date of termination. Employees may accrue annual leave in excess of the year end maximum during a calendar year. Employees with accrued annual leave in excess of the year end maximum as of December 31, shall have any excess converted to post October 1, 1973 sick leave on an hour-for-hour basis on January 1 of each year.

**(b)** Part-time employees appointed for more than nine (9) months, except employees on academic year appointments, shall accrue annual leave at a rate directly proportionate to the percent of time employed.

**(c)** Academic year employees, employees appointed for less than nine (9) months, and OPS employees shall not accrue annual leave.

#### 2. Use and Restoration of Annual Leave

(a) Annual leave shall be accrued before being taken, except in those instances where the President or designee may authorize the advancing of annual leave. When leave has been advanced and employment is terminated prior to the employee accruing sufficient annual leave to credit against the leave that was advanced, the University shall deduct from the employee's warrant the cost of any annual leave advanced under this provision. All requests for annual

leave shall be submitted by the employee to the supervisor as far in advance as possible and appropriate. Approval of the dates on which an employee wishes to take annual leave shall be at the discretion of the supervisor and shall be subject to the consideration of departmental/unit and organizational scheduling.

- (b) Upon re-employment at FIU within 100 days, except for reemployment after layoff (see (c)(3), below), the employee may elect in writing to restore up to 44 (forty-four) days (352 hours) of their former unused annual leave balance. In such cases, the employee's absence shall not constitute a break-in-service. Restoration will be effective upon the repayment of the lump sum leave payment up to forty-four (44) days.
- (c) An employee may transfer internally into an annual leave accruing position up to forty-four (44) days of unused leave accrued in the FIU classification and pay plan in which previously employed, provided the employee has not received payment for such leave and no more than thirty-one (31) days have elapsed between jobs.

# 3. Payment for Unused Annual Leave

- (a) Upon termination from an annual leave accruing appointment, or transfer from an annual leave accruing appointment to an academic year appointment, the University shall pay the employee for up to forty- four days (352 hours) of unused annual leave at the calendar year rate the employee was accruing as of the employee's last day of work, All unused annual leave in excess of forty-four days (352 hours) shall be forfeited by the employee.
- (b) Upon layoff, an employee shall be paid for up to forty-four days (352 hours) of unused annual leave in lump sum, unless the employee requests in writing that annual leave credits be retained pending reemployment. For employees who are re-employed by the University within twelve (12) calendar months following layoff, all unused annual leave shall be restored to the employee, provided the employee requests such action in writing and repays the full amount of any lump sum leave payment received at the time of layoff. Employees who are

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not re-employed within twelve (12) calendar months following layoff and who elected to retain their annual leave pending re-employment shall be paid for up to fortyfour days (352 hours) of unused annual leave at the calendar rate the employee was accruing as of the employee's last day of work.

- (c) If an employee has received a lump sum payment from the University for Accrued Annual Leave, the employee may elect in writing, upon re- employment at FIU within 100 days, to restore the employee's accrued annual leave. Restoration will be effective upon the repayment of the full lump sum leave payment.
- (d) In the event of the death of an employee, payment for all unused annual leave at the time of death, up to 352 hours, shall be made to the employee's beneficiary, estate, or as provided by law.

#### K. Administrative Leaves

## 1. Jury Duty and Court Appearances.

- (a) An employee who is summoned as a member of a jury panel or subpoenaed as a witness in a matter not involving the employee's personal interests, shall be granted leave with pay and any jury or witness fees shall be retained by the employee; leave granted hereunder shall not affect an employee's annual or sick leave balance.
- (b) An appearance as an expert witness for which an employee receives professional compensation falls under the BOT-UFF Policy on Conflict of Interest and Outside Activity and the University's policies and rules relative to outside employment/conflict of interest. Such an appearance may necessitate the employee requesting annual leave or, if a non-annual leave accruing employee, may necessitate the employee seeking an adjustment of the work schedule.
- **(c)** If an employee is required, as a direct result of the employee's employment, to appear as an official witness to testify in the course of any action such duty shall be considered a part of the employee's job

assignment, and the employee shall be paid per diem and travel expenses and shall turn over to the University any fees received.

**(d)** An employee involved in personal litigation during work hours must request annual leave or, if a non-annual leave accruing employee, must seek an adjustment to the work schedule.

## 2. Military Leave.

## (a) Short-term Military Training.

An employee who is a member of the United States Armed Forces Reserve, including the National Guard, upon presentation of a copy of the employee's official orders or appropriate military certification, shall be granted leave with pay during periods in which the employee is engaged in annual field training or other active or inactive duty for training exercises. Such leave with pay shall not exceed seventeen (17) workdays in any one (1) federal fiscal year (October 1 - September 30).

#### (b) National Guard State Service.

An employee who is a member of the Florida National Guard shall be granted leave with pay on all days when ordered to active service by the State. Such leave with pay shall not exceed thirty (30) days at any one time.

## (c) Other Military Leave.

i. An employee, except an employee who is employed in a temporary position or employed on a temporary basis, who is drafted, who volunteers for active military service, or who is ordered to active duty (not active-duty training) shall be granted leave in accordance with Chapter 43 of Title 38, United States Code. Active military service includes active duty with any branch of the United States Army, Air Force, Navy, Marine Corps, Coast Guard, National Guard of the State of Florida, or other service as provided in Sections 115.08 and 115.09, Florida Statutes.

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- ii. Such leave of absence shall be verified by official orders or appropriate military certification. The first thirty (30) days of such leave shall be with full-pay and shall not affect an employee's annual or sick leave balance. The remainder of military leave shall be without pay unless the employee elects to use accumulated annual leave or appropriate leave as provided in (4) below, or the employer exercises its option under Section 115.14, Florida Statutes, to supplement the employee's military pay. Leave payment for the first thirty (30) days shall be made only upon receipt of evidence from appropriate military authority that thirty (30) days of military service have been completed.
- **iii.** Applicable provisions of Federal and State law shall govern the granting of military leave and the employee's re-employment rights.
- **iv.** Use of accrued leave is authorized during a military leave without pay in accordance with Section (o) of this Policy.

## 3. Leave Pending Investigation

When the President or designee has reason to believe that the employee's presence on the job will adversely affect the operation of the University, the President or designee may immediately place the employee on leave pending investigation of the event(s) leading to that belief. The leave pending investigation shall commence immediately upon the President or designee providing the employee with a written notice of the reasons therefore. The leave shall be with pay, with no reduction of accrued leave.

# 4. Other Leaves Provided Not Affecting Accrued Leave Balances.

An employee may be granted other leaves not affecting accrued leave balances which are provided as follows:

#### (a) Florida Disaster Volunteer Leave

Provided for an employee who is a certified disaster service volunteer of the American Red Cross. Leave of absence with pay for

not more than fifteen (15) working days in the fiscal year may be provided upon request of the American Red Cross and the employee's supervisor's approval. Leave granted under this act shall be only for services related to a disaster occurring within the boundaries of the State of Florida.

## (b) Civil Disorder or Disaster Leave

Provided for an employee who is member of a volunteer fire department, police auxiliary or reserve, civil defense unit, or other law enforcement type organization to perform duties in time of civil disturbances, riots, and natural disasters, including an employee who is a member of the Civil Air Patrol or Coast Guard Auxiliary, and called upon to assist in emergency search and rescue missions. Such paid leave not affecting leave balances may be granted upon approval by the President or designee and shall not exceed two days on any one occasion.

## (c) Athletic Competition Leave

Provided for an employee who is a group leader, coach, official, or athlete who is a member of the official delegation of the United States team for athletic competition. Such paid leave not affecting leave balances shall be granted for the purpose of preparing for and engaging in the competition for the period of the official training camp and competition, not to exceed 30 days in a calendar year.

# (d) Leave for Re-Examination or Treatment With Respect to Service Connected Disability

Provided for an employee who has such rating by the United State Department of Veterans Affairs and has been scheduled to be reexamined or treated for the disability. Upon presentation of written confirmation of having been so scheduled, such leave not affecting the employee's leave balances shall be approved and shall not exceed six (6) calendar days in any calendar year.

# 5. Official Emergency Closings

The President or President's representative may close the University, or portions of the University, in the event an Executive Order declaring an emergency has been issued. When natural disasters or other sudden and unplanned emergency conditions occur which are not covered by an Executive Order, the President or designee shall determine whether the University, or any portion thereof, is affected by the emergency and is to be closed. Such closings will be only for the period it takes to restore normal working conditions. Leave resulting from such an emergency closing shall not reduce employees' leave balances.

#### L. Bereavement Leave.

An employee shall be granted up to seven (7) days of leave with pay for a death in the employee's family, defined as spouse, domestic partner, children (including foster or stepchildren), parents (including stepparents), brother or sister (including stepbrother or stepsister), grandparents and grandchildren of either the employee or employee's spouse or domestic partner, or other comparable significant relationships. In addition to paid bereavement leave, the employee may request approval to use reasonable amounts of paid sick leave, paid annual leave or unpaid leave in the event of a death in the family.

## M. Leave Without Pay

# (a) Granting

Upon request of an employee, the President or designee shall grant a leave without pay for a period not to exceed one year unless the President or designee determines that granting such leave would be inconsistent with the best interests of the University. Such leave may be extended upon mutual agreement.

# (b) Salary Adjustment

The salary of an employee returning from uncompensated leave shall be adjusted to reflect all non-discretionary increases distributed during the period of leave. While on such leave, an employee shall be eligible to

participate in any special salary incentive programs such as the Teaching Incentive Program.

#### (c) Retirement Credit

Retirement credit for such periods of leave without pay shall be governed by the rules and regulations of the Division of Retirement and the provisions of Chapter 121, Florida Statutes.

## (d) Accrual of Leave/Holiday Pay

While on leave without pay, the employee shall retain accumulated sick leave and annual leave but shall not accrue sick leave or annual leave nor be entitled to holiday pay.

## (e) Use of Accrued Leave During an Approved Period of Leave Without Pay

- i. Use of accrued leave with pay is authorized during a leave of absence without pay for parental, foster care, medical, or military reasons. Such use of leave with pay is provided under the following conditions:
  - a) Notwithstanding the provisions of Section 8(i) (1)(b) of this Policy regarding the use of sick leave, an employee may use any type of accrued leave in an amount necessary to cover the employee's contribution to the State insurance program and other expenses incurred by the employee during an approved period of leave without pay for parental, foster care, medical, or military reasons.
  - b) Normally the use of accrued leave during a period of leave without pay for medical reasons shall be approved for up to six (6) months, but may be approved for up to one year for the serious health condition of the employee or a member of the employee's immediate family.
  - **c)** The employer contribution to the State insurance program will continue for the corresponding payroll periods.

ii. An employee's request for the use of accrued leave during a period of leave without pay shall be made at the time of the employee's request for the leave without pay. Such request shall include the amount of accrued leave the employee wishes to use during the approved period of leave without pay. If circumstances arise during the approved leave which cause the employee to reconsider the combination of leave with and without pay, the employee may request approval of revisions to the original approval.

4091		BOT-UFF POLICY 11: WORKS
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4093	I.	Statement of Intent
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4095		To encourage, facilitate, promote and reward the creation and dissemination
4096		of original works of scholarship and research, effective pedagogy, and other
4097		creative endeavors.
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4099	II.	Policy
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4101		University Authority and Responsibilities. Section 1004.23, Florida Statutes
4102		authorizes the University to establish rules and procedures regarding patents,
4103		copyrights, and trademarks. Such rules and procedures shall be consistent with
4104		the terms of this Policy.
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4106	III	.Definitions
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4108		The following definitions shall apply in this Policy:
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4110	A	A. A "Work" includes any copyrightable material, such as printed material,
4111		computer software or databases, audio and visual material, circuit diagrams,
4112		architectural and engineering drawings, lectures, musical or dramatic
4113		compositions, choreographic works, pictorial or graphic works, sculptural
4114		works, and Instructional Content (defined below).
4115		
4116	F	3. "Instructional Content" is defined as the instructional Work or content of the
4117		course created by the employee (e.g., lecture recordings, slides, and other
4118		teaching materials or assignments) irrespective of modality of course delivery.
4119		
4120	(	C. "Independent Effort" is defined as a Work made using no University Support
4121		(defined below) and made outside the field or discipline in which the employee
4122		is employed by the University.
4123		
4124	Ι	<b>D.</b> "University Support" is defined as additional monetary payment above what
4125		the employee would normally be paid (e.g., salary, overload, etc.) or an
4126		equivalent change in the assignment (but not a reduction in effort) for the
4127		creation or substantial revision of Instructional Content. Additional monetary

payment includes providing the employee with five hundred dollars (\$500) per credit hour for an assigned course at the discretion of the Chair and/or Dean.

## **IV.Ownership Rights**

**A.** A Work made in the course of Independent Effort is the property of the faculty member, who has the right to determine the disposition of such Work and the revenue derived from such Work.

**B.** In accordance with academic tradition, and unless required by federal and state laws, federal and state regulations, or the terms of any applicable sponsored agreements, the University shall not assert rights to the following Works:

1. Scholarly or artistic works, regardless of their form of expression, for which the intended purpose is to disseminate the results of academic research, scholarly study, or artistic expression, such as books, monographs, articles, bibliographies, poems, novels, dramatic works, pictorial or sculptural works, films, videotapes, musical compositions, or other scholarly or artistic expressions in any medium; and

**2.** Instructional Content, except if the University provides University Support.

 **C.** Any Work except those noted above is owned by the University (e.g., federally funded research project, a Work created using University Support, etc.). Any University Supported Work is required to be disclosed to FIU in a timely fashion.

#### V. Use of Instructional Content

**A.** The University will have a limited non-exclusive license to allow others the use of some or all of such Instructional Content to teach a section of the same course for a period of five (5) years from the date of the payment or the end of the equivalent change in assignment described above in Section III(D) if the employee creates, develops or revises Instructional Content using preapproved University Support or if the employee allows the University to use the Instructional Content in the manner described below in Section (V)(B). The

University will pay the employee five hundred dollars (\$500) up to a maximum of \$5,000 per course under the non-exclusive license during the five-year limited non-exclusive license period beginning the date of the first payment each time a section of the course that uses this Instructional Content is offered by the University to another instructor.

**B.** If the five (5) year term is about to expire during an ongoing semester and/or instructional session and/or course offering within which use of the Instructional Content has already commenced, the University shall prorate the fee due for the course for the days that the license is still in effect and shall be allowed to continue to use the Instructional Content to the full completion of the semester and/or instructional session and/or course offering. If the University wishes to extend the license granted beyond the initial term, the employee and University shall negotiate in good faith towards an extension consistent with the present license.

#### VI. Procedure

**A.** The parties agree to execute a limited non-exclusive license in a form substantially consistent to that in Appendix A within thirty (30) calendar days from the date that employee receives the first additional monetary payment or has been notified of an equivalent change in assignment for the creation or substantial revision of a project as contemplated by Section (III)(D) above.

**B.** The license agreement will be approved and executed by the Chair and Dean with a fully executed copy provided to the Office of the Provost, Planning and Finance.

# VII. Other Terms and Conditions Governing Instructional Content

**A.** The employee agrees to comply with the FIU BOT/UFF Policy on Conflicts of Interest/Outside Activity and the FIU Regulation 1103 Textbook and Instructional Materials Affordability and Transparency, as applicable.

**B.** The employee acknowledges and agrees to obtain, in writing, the authority to use, reproduce and, where applicable, to license to FIU, the intellectual property and/or likeness of co-creator(s)/faculty, students and/or third parties that are utilized and/or incorporated into his/her Instructional Content. The employee

- acknowledges that he/she is responsible for determining any revenue-sharing agreement, if applicable, with any co-creators.
  - C. The employee acknowledges that he/she is responsible for abiding by the FIU External Relations, Strategic Communication, Marketing, and Trademark Policy #1510.005 and Procedures, 571.pdf (fiu.edu), when using any FIU trademarks in his/her Instructional Content, and is expressly precluded from utilizing any FIU Trademarks and/or intellectual property in connection with any outside use or commercialization of the Works they have authored without written authorization.
  - **D.** The employee understands that they must take any legal steps (e.g., sending a cease-and-desist letter or suing) to protect their intellectual property rights for the Instructional Content if someone uses their copyrighted work without permission. This is unless they have a different agreement under the non-exclusive license with FIU. The university may make available templates for the employee, but is not required to undertake the responsibility of advising in a legal capacity.
  - E. Except for the use permitted in this policy, no employee teaching a course shall be required, as a condition of teaching that course, to allow the copying, distribution, public performance or display of the employee's Instructional Content or the creation of derivative Works based on the employee's instructional materials unless required by law. FIU shall use reasonable efforts to prevent the unauthorized copying, distribution, performance or display of the employee's Instructional Content or the creation of derivative Works based on the employee's Instructional Content through such means as password protection of access to technologies that prevent downloading or the retransmission of Instructional Content without authorization under this policy or the employee's express written consent.
  - **F.** In the event that the employee disagrees with the determination as to whether a limited non-exclusive license is required as set forth in this policy, whether the Work is within the definition of Instructional Content, whether the Instructional Content was created by Independent Effort, or constitutes a preapproved revision as set forth in this policy, whether Instructional Content created by another FIU employee without prior authorization constitutes a copy of the employee's Instructional Content and/or as to any other aspect of this

- policy, the employee may use the Expedited Dispute Resolution Procedure for Conflict of Interest/Outside Activity or the Policy on Works.
- G. Notwithstanding any other provision, if an employee is not able to complete Instructional Content during a specific semester, academic year and/or session for any reason, FIU is expressly granted the authority to utilize and/or continue to use the Instructional Content created therefor to complete the unfinished and/or intended instruction.

# VIII. Expedited Dispute Resolution Procedure for Conflict of Interest/Outside Activity or the Policy on Works

- **A.** The period for informal resolution of a dispute alleging a violation of the provisions of the BOT-UFF Policy on Conflict of Interest and Outside Activity or the Policy on Works shall be five (5) days from the date the complaint is filed. Such a dispute shall be heard at Step 2 by the Provost or designee no more than seven (7) days after a request for a Step 2 review has been filed. The Provost or designee shall issue a Step 2 decision no more than three (3) days after the Step 2 meeting.
- **B.** A request for resolution by a Neutral Panelist shall be filed within fourteen (14) days after receipt of the Step 2 decision. A Neutral Panelist shall be selected by the parties from the Neutral Pool, or by mutual agreement from outside the neutral pool, no more than fourteen (14) days after a request for a resolution by a Neutral Panelist is received. Selection shall be by mutual agreement or by striking names from the Neutral Pool. Each side shall have two strikes. Unless the parties mutually agree to one of the remaining two panelists, a flip of the coin will determine which of the two panelists shall hear the complaint. The order of striking shall be determined by the flip of a coin. The Neutral Panelist shall issue a memorandum of decision within seven (7) days following the conclusion of the Neutral Panelist 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.

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#### **BOT-UFF POLICY 12: INVENTIONS** 4278 4279 I. Purpose 4280 4281 4282 Central to the mission of Florida International University is the promotion of 4283 teaching and research that enhances public service, leads to the discovery of new 4284 knowledge and fosters creativity and innovation. Inventions and marketable 4285 forms of intellectual property may result from research conducted by personnel 4286 and students at the University. It is generally in the best interest of the University and the public to ensure that such intellectual property be appropriately 4287 developed. This policy sets forth the circumstances and procedures under which 4288 4289 inventions are to be disclosed to the University, and the procedures that the 4290 University will employ to review and process such inventions. 4291 4292 II. Policy 4293 4294 A. University Authority and Responsibilities 4295 4296 This policy is promulgated pursuant to Florida Statute Sections 1004.22 and 4297 1004.23, the Bayh-Dole Amendments Public Law 96517 entitled "The Patent 4298 and Trademark Amendments Act of 1980," and the Act's rule revisions having document citation of 83 FR 15954. 4299 4300 **B.** Definitions 4301 4302 4303 The following definitions shall apply in this Policy: 4304 4305 1. Assignment 4306 An Assignment is a written contract that transfers title to and interest in 4307 4308 an Invention, patent or patent application. 4309 2. Independent Efforts 4310 4311 4312 Independent Efforts refers to Inventions made using no University 4313 Support and made outside the field or discipline in which the employee is

employed by the University.

#### 3. Inventions

Invention(s) shall have the meaning assigned by the U.S. Patent and Trademark Office; i.e., any art or process (way of doing or making things), machine, manufacture, design, or composition of matter, or any new and useful improvement thereof, or any variety of plant, which is or may be patentable under the patent laws of the United States. (37 CFR 501.3(d)). See http://www.uspto.gov/patent. "Invention" also includes both patentable and non-patentable innovations; any discovery; process; composition of matter; article of manufacture; know-how; design; model; software; database; technological development; biological material, strain, variety, or culture of any organism, or portion, modification, translation, or extension of these items which is or may be patentable, and/or any directly related know how used in connection with these items. An invention is deemed to be "made" when it is conceived or first actually reduced to practice.

#### 4. Inventor

Inventor is a person who contributes to the conception of an invention. (A project supervisor is not entitled to Inventor status simply because of his/her/their supervisory role; an inventive contribution is the singular criterion. The determination of who has made an inventive contribution may be difficult when several researchers and students have been involved in a project. If there is doubt concerning a person's inventor status, it is best to grant tentative inventor status at the time of disclosure and such status will be clarified, if and when, a patent application is filed. The term "Inventor" or "Inventors" shall be deemed to each refer to the singular or plural, as appropriate, or interchangeably.

#### 5. License

A License is an agreement granting another party the right to make, use and/or sell a patented invention without the transfer of title to the patent.

#### 6. Royalty

Royalty is a payment to the owner of an invention for the use of that invention, frequently in the form of a stated percentage of sales.

#### 7. Royalty-Free

Royalty-Free is a license wherein the licensee is not required to pay royalties to the owner of an invention under specified conditions.

#### 8. University Support

University Support is any use of University funds, personnel, facilities, confidential information, trade secrets, equipment, materials, or technological information, and includes such support provided by other public or private organizations when it is arranged, administered or controlled by the University.

#### III. Inventions

This Policy and its procedures will not affect any agreements entered into prior to the effective date of this Policy.

#### A. University Ownership

As a condition of the University's provision of employment, funds, services, facilities, equipment or materials to the Inventor, the University acquires and retains title to all Inventions made within the scope of University employment or research, or created with University Support or made in the field or discipline in which the Inventor is employed by the University (i.e., the field or discipline in which the Inventor conducts research, teaches, and/or provides service activities for the University). Such Inventions and related rights shall be the property of the University and are hereby assigned to the University by those covered under the scope of this Policy.

#### **B.** Independent Efforts

All Inventions made with Independent Efforts are the property of the Inventor, who has the right to determine the disposition of such Inventions and revenue derived from such Inventions. Nonetheless, the Inventor and the

Vice President for the Office of Research and Economic Development (ORED) (or designee) may agree that the patent for such Invention be pursued by the University and the proceeds shared between the University and the Inventor as per the below License Revenue Allocation section.

# C. Inventions Arising from Sponsored Research

1. Inventions resulting from research funded wholly or in part by an outside sponsor are subject to this policy as modified by the provisions of the research agreement covering such work with the sponsor. Employees engaged in sponsored research are bound by the provisions of the agreement(s) between the University and the sponsor.

2. Title to any Inventions conceived or first reduced to practice in the course of research supported by federal agencies, industry, or other sponsors generally vest in the University. With respect to federally funded subject Inventions, the Inventor shall hereby assign all right, title and interest in and to each subject Invention made under a federal grant to the University.

 3. If an Inventor is unsure whether an Invention would be University-owned (i.e., an Invention arising out of Independent Efforts), the Inventor should nonetheless disclose the Invention to the Vice President for ORED (or designee), providing all relevant facts necessary to make the determination of whether the invention is University-owned or not. The Vice President for ORED (or designee) shall advise the Inventor in writing whether it appears that the Invention should be regarded as University-owned.

4. Upon the University's request, the Inventor(s) shall assign his/her/their right in a University-owned Invention to a third-party designee such as an invention management agency designated by the University, or to a sponsor if required by an agreement governing the research. Inventors shall execute documents of assignment and do everything reasonably required to assist the assignee(s) in obtaining, protecting, and maintaining patent or other proprietary rights. At no time, shall the Inventor(s) commit any act that would tend to reduce or defeat the University's interest in the Invention. The Inventor(s) shall take all necessary and reasonable steps to protect the University's interest in the Invention.

#### D. Outside Activity and Invention Rights and Obligations

Before engaging in an outside activity, the employee must get approval of any potential conflicts of interest following the University's Conflict of Interest (COI) policy (https://policies.fiu.edu/policy/106). Any requirement that a University employee waive his/her/their or the University's rights to Inventions which may arise during the course of such outside activity must be approved in accordance with the COI Policy prior to the employee engaging in the outside activity. Invention (and other) clauses in consulting agreements must be consistent with both the COI policy and this Policy and with University commitments under sponsored research agreements. An employee who proposes to engage in such outside activity shall furnish a copy of this Policy to the outside employer prior to engaging in the outside activity.

#### E. License Revenue Allocation

1. The University and the Inventor are entitled to income from licensed Inventions; the University on the basis of employment, facilities and other support for the Inventor and the cost of intellectual property administration and protection; and the Inventor on the basis of creative activity, documenting the Invention, and assisting, as necessary, with patent protection process and commercialization.

2. The Vice President for ORED shall share with Inventor(s) any licensing revenue (without deducting for any patenting, patent maintenance or marketing expenses) received from the licensing of an Invention, the license revenue will be distributed as follows: forty percent (40%) to the Inventor(s), ten percent (10%) to the Inventor(s)'s College, and fifty percent (50%) to the University. The fifty percent (50%) retained by the University shall be used for research purposes and for recovery of expenses related to the patenting and marketing of an Invention.

**3.** The University shall make distributions annually. No adjustments of prior distributions will be made.

**4.** If there are multiple Inventors, the percentage allocable to each of the Inventors shall be determined amongst the Inventors. If, however, the Inventors cannot reach an agreement on how the forty percent (40%) that

 the Inventors are allocated will be apportioned amongst the Inventors within ninety (90) days of the Invention being licensed, then the Inventors will automatically receive an equal share. If there are multiple Inventors and Inventors are not in the same College, the sharing amongst the different Colleges of the ten percent (10%) will follow the percentage split the Inventors decide amongst themselves, or if there is no agreement will be equally shared, as the case may be. An Inventor may prospectively waive in writing the receipt of a portion or all of his/her/their share of revenue received by the University under a license. The following conditions apply:

- (a) The Inventor, at the time of the waiver, may designate his/ her/their laboratory or research program, department, or other University unit as the recipient of the waived amount. The waived funds will be regarded as regular University funds subject to all of the usual and customary legal and administrative requirements of the University.
- (b) To ensure that the use of the funds is consistent with the broad mission of the University, or to avoid financial imbalances or hardships within or among University units, the Office of the Provost, in consultation with the Vice President for ORED, dean or deans of the involved units must approve a plan for the designation of funds submitted by the Inventor, and, thereafter, may review the use of the funds at any time. It is expected that the waiver plan will be approved only with the concurrence of the dean of the receiving unit.
- **(c)** The waiver must be irrevocable during the period proscribed by the Inventor and executed prior to the end of the fiscal year in which the revenue is generated.
- (d) Funds directed to the Inventor's research laboratory or program may only be used to support research and educational expenses associated with the Inventor's research laboratory or program. The funds must be deposited in a designated account of the Inventor's laboratory for use only for research. Such research expenses must be made conforming to the same rules applicable to direct costs on federally sponsored research grants. Only such direct costs that are customary, allowable and

4505 appropriate in supported or organized research may be made from 4506 those accounts. 4507 4508 F. Roles and Responsibilities 4509 4510 1. The President has designated the Vice President for Research and Economic Development as the officer of the University to administer, 4511 4512 apply and interpret the provisions of this policy. The Office of the Vice 4513 President for Research and Economic Development shall coordinate the 4514 efforts regarding the evaluation and pursuit of legal protection and commercialization of Inventions. 4515 4516 2. The University and/or the FIU Research Foundation, Inc., as appropriate, 4517 4518 shall have the sole authority to determine whether, and if so, the manner in 4519 which Inventions shall be commercialized, including but not limited to, 4520 negotiating all contracts related to commercialization of the Inventions, 4521 such negotiation to be conducted by the Office of the Vice President for 4522 Research (or its designee) and Economic Development and the FIU Office of the General Counsel. 4523 4524 **IV.Procedures for Inventions** 4525 4526 4527 A. Disclosing an Invention 4528 4529 1. Inventors shall fully and completely disclose to the Vice President for the Office of Research and Economic Development (ORED) or designee all 4530 4531 Inventions which the Inventor(s) develops or discovers: 4532 (a) while an employee of the University; or 4533 **(b)** within the employee's field or discipline; or 4534 4535 (c) resulting from any work performed by the employee for the University; or 4536 (d) by using University Support; or 4537 4538 (e) while working on a University supported research project. 4539 4540 2. Invention Disclosures are to be submitted electronically at 4541 http://research.fiu.edu/disclosure/. This link also provides detailed

information regarding how to submit the disclosure and the subsequent steps in the process after submission.

 3. The Inventors shall cooperate with ORED during the Invention review and analysis process, and the patent application and commercialization process, if applicable. A complete disclosure is essential for accurate technical evaluation of the Invention, assessment of its commercial feasibility, and determination of its patentability. Moreover, it may be used in preparing a patent application, if it is determined that patent protection will be pursued. Additionally, where dated and witnessed laboratory notebooks are not available, the disclosure serves as proof of the Invention's conception and may help to determine, in any controversy, who conceived the Invention.

# B. University Evaluation and Disposition of Disclosed Invention

1. After receipt of a full and complete Invention disclosure form, the Vice President for ORED (or designee) shall conduct an invention evaluation process of the technical, legal, and marketing strengths and weaknesses of the Invention. Such evaluation will be done within one-hundred twenty (120) days of the receipt of a full and complete Invention disclosure form being received. This evaluation may be done in consultation with the Inventor(s), the FIU General Counsel's Office, outside counsel, prospective licensees, third-party evaluators or consultants and/or the appointment of such a committee as advisable to assist in the review of the Invention disclosure and to advise on, and recommend, the manner of disposition of the Invention. At the conclusion of such evaluation, the Vice President for ORED (or designee) shall make a determination about the disposition of the Invention. The Vice President for ORED (or designee) shall inform the Inventor of the

**2.** University's decision regarding the University's interest in the Invention and the disposition of the same.

(a) The University, at the discretion of the Vice President for ORED (or designee) may dispose of an Invention in some of the following ways:

4580 (b) the University may pursue patenting and commercialization of the 4581 Invention. The University shall have the sole discretion and right as to all matters concerning the legal protection and commercialization of 4582 4583 the Invention including, but not limited to, where and when a patent application shall be filed, what attorney shall be used for the same and 4584 4585 negotiating and entering into or modifying an option, a license or other agreement covering the manufacture, importation, use and/or sale of 4586 4587 University-owned Inventions; 4588 4589 (c) if the University utilized third-party evaluators or consultants to review the Invention disclosure, and a third-party evaluator or 4590 4591 consultant exercised an option to seek commercialization of the 4592 Invention on a royalty-sharing basis, the University shall, as required 4593 by an agreement with the third party-evaluator or consultant, work 4594 with the third-party evaluator or consultant on the commercialization 4595 of the Invention and share in the royalties derived there from with that 4596 third-party evaluator or consultant; 4597 4598 (d) if the sponsored research agreement for the project from which the 4599 Invention emanated offered the sponsor an option to obtain a license 4600 or other rights in an Invention, the University will endeavor to obtain the sponsor's decision regarding the exercise of such rights within the 4601 4602 time specified in the sponsored research agreement, or if no time is specified, within a reasonable time; 4603 4604 4605 (e) the formation of a commercial enterprise to pursue patenting and/or 4606 commercialization of the Invention such as a "start-up" company 4607 described below; 4608 4609 (f) notwithstanding the manner of disposition of the Invention by the 4610 University, the Invention shall at all times be available royalty-free for use by the University and the State of Florida; 4611 4612 4613 (g) such other disposition as may be agreed to in writing between the 4614 University and the Inventor(s). 4615 C. Effect of Non-Confidential Invention Disclosures on Patent Protection. 4616

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- 1. Invention disclosures to ORED are made on a confidential basis. As a public institution, the University should undertake sponsored research only when the results can be freely published. However, public disclosure of patentable material may affect some patent rights depending on the timing of those disclosures. A public disclosure may result from the publication of a journal article, the placement of a graduate student thesis in the library, a presentation at a conference, a poster presentation, or the release of technical information to a person not bound by a nondisclosure/ confidentiality agreement. The public disclosure of an Invention prior to filing a patent application may bar obtaining a valid patent. In the U.S. a patent application must be filed within one (1) year of a public disclosure. Most foreign patent rights will be forfeited upon public disclosure of the Invention if a patent application was not previously filed. The best procedure is to file a patent application before public disclosure takes place. The University understands the Inventors' desire for public disclosure of their work and does not wish to impede that dissemination. The University's review of Invention disclosures will be done as expeditiously as possible. In order that such review may be done prior to public disclosure, Inventors are cautioned to submit the Invention disclosure with sufficient lead time prior to anticipated public disclosure so as to allow the University sufficient time to properly review the Invention, decide if a patent application should be filed, and process the application prior to the public disclosure. Once a disclosure is timely made, the Office of the Vice President for Research and Economic Development (or designee) will work as diligently as possible so that faculty may continue with scholarly publication.
- 2. There are some reasonable procedures that can address the tension between the desire for public disclosure and preserving patent rights. For example, a thesis that has been catalogued and made accessible may constitute a public disclosure. In order to gain time for patenting consideration, the Inventor or Vice President for ORED (or designee) may petition the Dean of the Graduate School to temporarily withhold public access of the thesis until patenting considerations are evaluated.
- **3.** Another example is that the University normally will not agree to sponsored research agreements that contain limits on the University researchers' right to publication. However, where patent protection issues

are involved, the University may agree that publication may be deferred for a reasonable time during which the University and the sponsor can review the feasibility of patent coverage or other protection on an invention described in the publication. The University may also agree that, when publication of research involving proprietary data is contemplated by University researchers, the researchers may provide the sponsor with an advance copy of the manuscript prior to publication to allow the sponsor an opportunity to identify any inadvertent disclosure of proprietary or confidential data.

# D. Laboratory Notebooks

 Inventors are asked to maintain accurate, timely and witnessed laboratory notebooks as they are helpful in preparing an invention disclosure. It is an expectation that all faculty and staff engaged in original research and inquiry create and maintain contemporaneous accurate records that are witnessed and dated in a routine and systematic matter according to their respective disciplines. These documents should be kept in a manner that allows verification by audit of the timing and content of the information contained therein. Although the United States has moved to a first-to-file system, it is still helpful to keep accurate records in order to document the Invention and establish who the true Inventors of the Invention may be.

#### E. Equity in Start-Up Companies

1. The University may determine that the best course of action with reference to an Invention disposition is to take an equity position in a company that will pursue the patent protection and/or commercialization of the Invention. This equity position may be maintained by the University or by the FIU Research Foundation, Inc. and reference to "University" in this section shall also be deemed to refer to FIU Research Foundation, Inc. Ownership of such equity interests shall be at the sole discretion of the University and in accordance with all applicable securities laws, University policies and procedures, and other applicable laws and regulations. The University shall have the sole and exclusive authority to manage such equity interest including, without limitation, to make all decisions pertaining to liquidations, sales, distributions, and early distributions, including their timing, manner, and method.

- **2.** One example of this type of situation is where the University receives equity in a start-up or developing business venture as part of a licensing agreement with that start-up for an Invention. Another example might occur when an employee of the University utilizes the expertise and/or technology he/she/their has developed in the course of University employment and assists a business venture in the commercialization of the Invention. (A "start-up" or developing business venture includes corporations, partnerships, or other commercial enterprises.)
- 3. There may be situations in which both the University and its employees separately own equity interests in a business venture. In such circumstances, the employee's equity interest is considered to be independent of the University's equity interest and is not held, managed, disposed of, or distributed by the University. The Inventor's equity interest may render the employee ineligible to receive a distribution of a portion of the University-owned equity interest or the proceeds from sale of such.

# F. Release of University Interest in Inventions

At any stage of evaluating a disclosure, applying for a patent, or in the commercialization process of an Invention, if the University has not otherwise assigned to a third party the right to pursue the same, the Vice President for ORED (or designee) may elect to withdraw from further involvement in the patent protection or commercialization of the Invention. At the request of the Inventor in such case, and upon terms mutually agreed upon between the Inventor(s) and the University (i.e., University receiving ten (10%) percent of any commercialization revenue for its support in developing the Invention), the University shall transfer its rights in the Invention to the Inventor(s). In such cases, the Inventor will indemnify and hold harmless the University for any actions, claims or damages resulting from the Invention. If outside funds supported the project leading to the Invention, this transfer is subject to any provisions of a sponsoring agreement. In addition, the transfer shall not affect the right of the University or the State of Florida to royalty-free use of the Invention, nor shall such transfer be granted until all pre-existing commitments to a sponsor, if applicable, with regard to the Invention are fulfilled. After transfer to an

4732	employee, the Invention shall be the employee's property and any costs
4733	already incurred by the University or on its behalf shall not be assessed
4734	against the employee. Note that if the Invention was funded by a federal
4735	agency, a release of the invention by the University will be to the federal
4736	sponsoring agency as per federal law; the Inventor(s) may then seek title to
4737	the invention from the sponsoring federal agency.

#### **BOT-UFF POLICY 13: CONFLICT OF INTEREST/OUTSIDE ACTIVITY**

47394740 I. Purpose

The University encourages employees to engage in activities supporting their professional development and innovation and furthering the University's mission of high-quality teaching, state of-the-art research and creative activity, and collaborative engagement with our local and global communities. An employee's primary duty is to the University and to maintain the highest ethical and professional standards. An employee is bound to observe, in all official acts, all applicable federal and state laws, including the State Code of Ethics (Chapter 112, Part III, Florida Statutes), and Board regulations. An employee's Outside Activity (defined below) must not conflict, or appear to conflict, with the employee's obligations to the University.

Anything a University employee does for an organization or an individual

other than the University that is related to the employee's expertise (i.e., not part of the assigned duties or faculty annual assignment). Such activities

include those where no compensation has been provided or the third party

provides anything of monetary value, other than that provided directly by

activities include any private practice, private consulting, additional teaching

or research, affiliations, activities, interests or collaborative projects with any

foreign university, entity, or government, and any involvement in any talent programs (e.g., programs in which the employee has been recruited by a

foreign university, entity or government). Reporting an Outside Activity is a

the University, whether or not the value is readily ascertainable. Such

requirement; see examples listed in the Policy.

#### II. Definitions

# A. "Outside Activity"

#### B. "Conflict of Interest"

An Outside Activity that: (1) constitutes any conflict between the private interests of the employee and the public interests of the University, the Board of Governors, and/or the State of Florida; (2) interferes with the full performance of the employee's professional or institutional responsibilities or

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obligations; and/or (3) affects the integrity of the University. Conflicts of Interest can also arise when there is either a real or perceived disclosure of intellectual property with entities in which the employee, who may be a creator of the intellectual property, has a personal or financial interest or where the entities may be adverse to the University's interest.

#### C. "Conflict of Commitment"

When an employee engages in an Outside Activity that the University determines interferes with the employee's assigned duties or assignment (e.g., involves frequent or prolonged absences from the University on non-University business or activities that engage a substantial portion of the time an employee is expected to spend on assigned duties or University-related activities). A full-time employee should not engage in more than an average of eight (8) hours per work week on an Outside Activity; however, there can still be a conflict of commitment with a lesser time commitment depending on the activity.

#### D. "Monitoring Plan"

A written plan to manage a Conflict of Interest/Commitment that provides oversight to the employee's Outside Activity so that the Outside Activity can fall within the manageable Conflict of Interest/Commitment.

#### III.Policy

#### A. Purpose

An Outside Activity must be reported so that the University may determine whether an actual or perceived Conflict of Interest/Commitment exists. An Outside Activity does not have to be reported if it is unrelated to the employee's expertise or is not part of the employee's assignment provided that the Outside Activity does not constitute a Conflict of Interest, Conflict of Commitment or involve a Foreign Activity. When in doubt, report the Outside Activity. Below are illustrative examples of some Outside Activities that must be reported and some that generally do not have to be reported.

OUTSIDE ACTIVITY THAT DOES NOT NEED TO BE REPORTED UNLESS THERE IS A CONFLICT OF COMMITMENT OR THE ACTIVITY INVOLVES A FOREIGN ENTITY/PERSON	OUTSIDE ACTIVITY THAT MUST BE REPORTED
Volunteering or engaging in community service activities (e.g., coaching youth sports programs, volunteering at church, participating in community clubs/service organizations)	Compensated or uncompensated employment, consulting, or other professional services related to the employee's expertise
Engaging in hobbies such as beer brewing	Compensated or uncompensated business leadership roles related to the employee's expertise
Employment outside of the employee's normal working hours (or while taking leave) which is unrelated to the employee's expertise (e.g., selling crafts as a community event)	Management positions or financial interests in outside entities that have or are in the process of having contracts with FIU or that engage in activities that may conflict with FIU activities (e.g., research)
Managing rental properties or other real estate interests	Research to be conducted that is not coordinated with FIU
Participating in scientific or educational conferences or other events while representing FIU	Any Outside Activity including an employment or contractual relationship with a third-party entity which sponsors the employee's research or licenses intellectual property/technology from or to FIU
Reviewing proposals for a federal or state government sponsor or a domestic non-profit organization	Serving as an expert witness or legal consultant
Membership in an academic or professional society that is not	Teaching, research, or other service appointment at another institution

serving on the entity's board or	
performing a fiduciary role	
Receiving honors, academic	Writing or editing a publication
awards, or an honorary degree	unless such activity could be
from a non-profit entity	considered part of the employee's
	assignment
Serving as an external member of a	Receiving from an outside entity
thesis or dissertation committee	any royalties, licensing fees, or
	other income from patents,
	copyrights, or other intellectual
	property related to the employee's
	expertise
	Receiving income from
	copyrighted works (e.g.,
	textbooks) that the employee
	assigns to students in his/her
	course/program
	Running for public office or
	holding elected office

#### **B.** Review Outcomes

A review of the Outside Activity will determine one of the following:

#### 1. Not a Conflict of Interest/Commitment

When this determination is made, the employee is permitted to engage in the Outside Activity.

# 2. A Manageable Conflict of Interest/Commitment

When this determination is made, the University may:

- (a) require that the employee limit the Outside Activity;
- **(b)** require that the employee reduce his/her/their effort for either the Outside Activity or with the University;

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4834	(c) require that the employee take a leave of absence for the duration
4835	of the Outside Activity;
4836	
4837	(d) permit the activity conditioned on the employee's adherence to
4838	the terms of a Monitoring Plan developed by the University to
4839	manage the conflict; or
4840	
4841	(e) implement other measures that the University deems reasonable
4842	to eliminate or manage the potential or actual Conflict of
4843	Interest/Commitment.
4844	
4845	3. Prohibited Conflict of Interest/Commitment
4846	
4847	There are no changes that can be implemented to eliminate or reduce the
4848	conflict to a manageable level. In that case, the employee cannot engage
4849	in such Outside Activity.
4850	
4851	C. Disclosure of an Outside Activity.
4852	
4853	Regardless of whether the Outside Activity occurs during a University
4854	assignment or appointment, an employee must disclose the Outside Activity
4855	through the Outside Activity/Conflict of Interest form located in the FIU
4856	Employee Portal and receive approval from all approvers before engaging
4857	in the Outside Activity. The employee is required to disclose under the
4858	following circumstances:
4859	
4860	1. After accepting an offer of hire or within thirty (30) days from the date
4861	of hire by the University unless the date of hire coincides with the
4862	annual disclosure period;
4863	
4864	2. During the annual disclosure period (typically during the fall) even if
4865	the employee has no Outside Activity;
4866	
4867	3. Before engaging in or committing to engage in a new Outside Activity
4868	which occurs after the annual disclosure period; or
4869	

**4.** When there has been a significant change in a previously reported Outside Activity.

#### D. Failure to Disclose

Employees are not permitted to engage in any Outside Activity without prior approval. Failure to disclose may lead to appropriate discipline. Any employee who is participating in an externally funded sponsored research project is required to disclose or be suspended without pay pending the outcome of an investigation which shall not exceed sixty (60) days. Upon the conclusion of the investigation, FIU may terminate the employee as required by Florida law.

#### E. Expedited Dispute Resolution Procedure

In the event the proposed outside activity is determined to constitute a conflict of interest, and the employee disagrees with that determination, the employee may file a complaint under the Expedited Dispute Resolution procedure contained in the BOT-UFF Policy for Neutral, Internal Resolution of Policy Disputes.

# F. Use of University Resources

An employee engaging in any Outside Activity shall not use FIU employees, students, facilities, equipment, or services (University resources) in connection with such Outside Activity without prior approval of the President or designee. Approval for the use of University resources may be conditioned upon reimbursement for the use thereof.

#### G. No University Affiliation

An employee engaging in Outside Activity shall take reasonable precautions to ensure that the outside employer or other recipient of services understands that the employee is engaging in such Outside Activity as a private citizen and not as an employee, agent, or spokesperson of the University. Such precautions include, but are not limited to, first obtaining a written license agreement to use any FIU trademarks from FIU External Relations, Strategic Communications and Marketing prior to any FIU trademark being used.

#### **BOT-UFF POLICY 14: OTHER EMPLOYEE RIGHTS**

#### I. Working Paper Rights

Consistent with law, the provisions of this Policy and the legitimate interests of the University, employees shall have the right to control of their personal correspondence, notes, raw data, and other working papers.

#### II. Office Space

Each employee shall be provided with office space which may be on a shared basis. The parties recognize the desirability of providing each employee with enclosed office space with a door lock, office equipment commensurate with assigned responsibilities, and ready access to a telephone. Each employee shall, consistent with building security, have reasonable access to the employee's office space and laboratories, studios, music rooms, and the like used in connection with assigned responsibilities; this provision may require that campus security provide access on an individual basis. Before an employee's office location is changed, or before there is a substantial alteration to an employee's office to a degree that impedes the employee's work effectiveness, the affected employee shall be notified, if practicable, at least one (1) month prior to such change.

#### **III. Safe Conditions**

 Whenever an employee reports a condition which the employee feels represents a violation of safety or health rules and regulations or which is an unreasonable hazard to persons or property, such conditions shall be promptly investigated. The appropriate administrator shall reply to the concern, in writing, if the employee's concern is communicated in writing. Employees shall report to their immediate supervisor cases of abuse, threats of abuse, or harassment suffered by them in connection with their employment. The supervisor shall immediately report the incident to the police and/or university designee. The University recognizes its duty to respond to the employee's concerns as soon as practicable, and keep them updated (whenever possible) on all matters pertinent to their health and safety.

# IV. Limitation on Personal Liability

- **A.** In the event an employee is sued for an act, event, or omission which may fall within the scope of Section 768.28, Florida Statutes, the employee should notify the President's office as soon as possible after receipt of the summons commencing the action in order that the Board may fulfill its obligation. Failure to notify the employer promptly may affect the rights of the parties. **B.** For information purposes, the following pertinent language of Section 768.28(9), Florida Statutes, is reproduced herein. 1. No officer, employee, or agent of the State or its sub-divisions shall be
  - 1. No officer, employee, or agent of the State or its sub-divisions shall be held personally liable in tort for any injuries or damages suffered as a result of any act, event or omission of action in the scope of his employment or function unless such officer, employee or agent acted in bad faith or with malicious purpose or in a manner exhibiting wanton or willful disregard of human rights, safety or property.

#### V. Protection for Whistleblowers

Employees are notified that Section 112.3187, Florida Statutes, provides protection to whistleblowers and delineates their rights and responsibilities.

# BOT-UFF POLICY 15: PROFESSIONAL DEVELOPMENT LEAVE AND SABBATICALS

#### I. Professional Development Leave

#### A. Purpose

To provide employees who are not eligible for Sabbatical Leaves with leave opportunities to increase the employee's value to the University through enhanced opportunities for professional renewal, educational travel, formal education, research, writing, or other experience of professional value, not as a reward for service.

# II. Professional Development Leave Policy

Each year, the University shall make available at least one (1) professional development leave at full pay for one (1) semester or its equivalent, for example, leave at half pay for two (2) semesters for each twenty (20) eligible nontenure earning employees, subject to the conditions set forth below.

# A. Eligibility

All employees with three (3) or more years of full-time continuous service at FIU, except those who are serving in tenure-earning or tenured positions, shall be eligible for professional development leaves during fiscal years 2011-2012 and 2012-2013. After July 1, 2013, all employees with at least six (6) years of full-time continuous service at FIU, except those who are serving in tenure-earning or tenured positions, shall be eligible for professional development leaves. An employee who is compensated through a contract or grant may receive a professional development leave only if the contract or grant allows for such leaves and the employee meets all other eligibility requirements.

# B. Terms of Professional Development Leave

1. The employee must return to the University for at least one (1) academic year following conclusion of the leave, unless other arrangements are agreed to in writing by the Provost or designee before the leave is taken. If neither of these conditions is satisfied, the employee shall be required to

return to the University the salary paid the employee by the University during the leave.

- **2.** Employees will not be eligible for another professional development leave until they complete six (6) additional years of continuous service.
- **3.** An employee who fails to spend the time as stated in the application shall reimburse the University for the salary received during such leave.
- 4. The University shall continue normal contributions to retirement and Social Security programs on a basis proportional to the salary paid the employee during the professional development leave. University contributions normally made to employee insurance programs and other employee benefit programs shall be continued during the professional development leave.
- **5.** Eligible employees shall accrue vacation leave, if applicable, and sick leave on a fulltime basis during the professional development leave.
- **6.** The employee must provide a brief written report of the employee's accomplishments during the professional development leave to the President or designee upon return to the University.
- 7. While on leave, an employee shall be permitted to receive funds for travel and living expenses, and other professional development leave-related expenses, from sources other than the University, such as fellowships, grants-in-aid, and contracts and grants, to assist in accomplishing the purposes of the professional development leave. Receipt of non-salary funds for such purposes shall not result in reduction of the employee's University salary but must be reported to the University in advance of the professional development leave, if practicable. Grants for such financial assistance from other sources may, but need not, be administered through the University. If financial assistance is received in the form of salary, the University salary shall normally be reduced by the amount necessary to bring the total salary of the professional development leave period to a level comparable to the employee's current year salary rate. Employment unrelated to the purpose of the professional development leave is

governed by the provisions of the BOT-UFF Policy on Conflict ofInterest/Outside Activity.

#### C. Professional Development Leave Procedures

#### 1. Application and Selection

 (a) Application for professional development leave shall be submitted on the FIU Professional Development Leave Application Form found on the Academic Affairs website (http://academic.fiu.edu/faculty\_resources.html). No professional development leave will be awarded without a completed application form. Each application shall contain an appropriate description of the project or work to be accomplished during the leave; an indication why the applicant believes the product or work to be undertaken will improve the productivity of the department or improve their professional contribution to the department/unit of which the applicant is a part; any anticipated supplementary income, and a statement that the applicant agrees to comply with the conditions of the professional development leave. Thereafter, the applicant's supervisor may submit a letter of endorsement supporting their request and noting expected benefits to the unit.

(b) The University shall select applicants on the basis of whether completion of the project or work would enhance the employee's contributions to the employee's department/academic unit. Completed application forms must be received by the Provost or designee by the announced deadline for consideration for the following academic year. The application deadline dates are generally in October/November prior to the academic year beginning in August.

(c) The Provost will appoint a committee that will evaluate and rank order the applications. No member of the committee shall also be an applicant for a professional development leave. The chairperson of the committee will be elected by a vote of a majority of at least a quorum of the members of the committee. The committee will develop its ranking based on the specific criteria that completion of the project would improve the productivity of the department of which the employee is a part. The

committee, in ranking the applicants, shall also consider the benefits of the proposed program to the employee, the University and the profession; an equitable distribution of professional development leaves among colleges, divisions, schools, departments and disciplines within the University; the length of time since the employee was relieved of other assigned duties for the purpose of professional development; and the length of service since the previous professional development leave or initial appointment. The committee shall submit a ranked list of recommended employees to the Provost or designee. The Provost or designee shall make appointments from the list and shall notify the committee chairperson. In the event the Provost does not follow the committee's ranking, the committee chair may request to consult with the Provost or his designee prior to making the appointment.

(d) No more than one (1) employee in each department/unit need be granted leave at the same time.

#### 2. Notification of Employees

Eligible employees shall be notified annually by January 15 regarding eligibility requirements and application deadlines. Applicants shall be notified as to whether or not their proposed leaves have been granted no later than March 15.

#### III. Sabbatical Leaves

# A. Purpose

Sabbaticals are granted to increase tenured faculty members' value to the University through enhanced opportunities for planned travel, research, writing, professional renewal, study, formal education or other experiences of professional value. Sabbaticals are not granted as a reward for service.

# **B.** Sabbatical Policy

# 1. Types of Sabbaticals:

#### (a) Competitive Sabbaticals 5117 5118 Each year, the University shall make available at least one (1) 5119 5120 sabbatical, at full pay for one (1) semester and one (1) sabbatical at 5121 two-thirds pay for two semesters for each forty (40) tenured 5122 employees. 5123 5124 (b) Non-Competitive Sabbaticals 5125 5126 The University shall make available to each tenured employee whose 5127 application has been received and reviewed by the University, a 5128 sabbatical for two (2) semesters (i.e., one (1) academic year) at half-pay 5129 or its equivalent, subject to the conditions set forth in this Policy. 5130 5131 2. Eligibility for Sabbaticals 5132 5133 Full-time tenured employees with at least six (6) years of full-time, 5134 continuous service with FIU shall be eligible for competitive full-pay 5135 sabbatical leave, non-competitive sabbaticals, and two-thirds pay sabbatical leave. A tenured employee who is compensated through a 5136 5137 contract or grant may receive a sabbatical leave only if the contract or 5138 grant allows a sabbatical and the employee meets all other eligibility 5139 requirements. 5140 5141 3. Terms of Sabbatical Program 5142 5143 (a) No more than one (1) faculty in a department/unit need be awarded a 5144 sabbatical at the same time. 5145 5146 **(b)** The employee must return to the University for at least one academic 5147 year following participation in the program unless other arrangements are agreed to in writing and approved by the Provost prior to 5148 5149 participation. If neither of these conditions is satisfied, the employee 5150 must return to the University any salary received from the University 5151 during their participation during the sabbatical. 5152 5153 (c) Within thirty (30) days after returning from a sabbatical, the employee

must provide a brief written report to the Provost of the employee's

5155	accomplishments during the sabbatical. This report shall include
5156	information regarding the activities undertaken during the sabbatical,
5157	the results accomplished as they affect the employee and the
5158	University, and the research or other scholarly work produced or
5159	expected to be produced as a result of the sabbatical.
5160	
5161	(d) Employees who have received a sabbatical shall not normally be
5162	eligible for another sabbatical until six (6) years of continuous service
5163	at FIU following the completion of the previous sabbatical.
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5165	(e) University contributions normally made to retirement and Social
5166	Security programs shall be continued during the sabbatical leave on a
5167	basis proportional to the salary received. University contributions
5168	normally made to employee insurance programs and any other
5169	employee benefit programs shall be continued during the sabbatical.
5170	
5171	(f) Eligible employees shall continue to accrue vacation and sick leave on
5172	a full-time basis during the sabbatical leave.
5173	
5174	(g) While on leave, an employee shall be permitted to receive funds for
5175	travel and living expenses, and other sabbatical-related expenses, from
5176	sources other than the University, such as fellowships, grants-in-aid,
5177	and contracts and grants, to assist in accomplishing the purposes of the
5178	sabbatical. Receipt of funds for such purposes shall not result in a
5179	reduction of the employee's University salary, but shall be reported to
5180	the employee's supervisor in advance, if practicable, of the sabbatical.
5181	If financial assistance in the form of salary is received during the
5182	sabbatical, the University salary shall normally be reduced by the
5183	amount necessary to bring the total salary of the sabbatical period to a
5184	level comparable to the employee's current year salary rate.
5185	
5186	4. Employment unrelated to the purpose of the sabbatical leave is governed
5187	by the BOT-UFF Policy on Conflict of Interest/Outside Activity.
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5189	C. Sabbatical Procedures
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5191	1. Applications
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- (a) Applications for sabbaticals must be submitted on the FIU Sabbatical Application Form found on the Academic Affairs website (<a href="http://academic.fiu.edu/faculty\_resources.html">http://academic.fiu.edu/faculty\_resources.html</a>). No Sabbatical will be awarded without a completed application form. Each application shall include a statement describing the program and activities to be followed while on sabbatical, the expected increase in value of the employee to the University and the employee's academic discipline, specific results anticipated from the leave, any anticipated supplementary income, and a statement that the applicant agrees to comply with the conditions of the sabbatical program as described in this Policy.
- **(b)** Applications shall be submitted to the Office of the Provost with a copy filed with the appropriate dean/director who will in turn, provide evaluative comments and a recommendation to the Office of the Provost.
- **(c)** Completed application forms must be received by the Office of the Provost by the announced deadline for consideration for the following academic year. The application deadline dates are generally in October/November prior to the following academic year beginning in August.

#### 2. Selection

- (a) Sabbaticals at half-pay shall be granted unless the University has determined that the conditions set forth in this Policy have not been met or that departmental/staffing considerations preclude such sabbatical from being granted. In this latter instance, the employee shall be provided the sabbatical in the following year, or at a later time as agreed to by the employee and the University. The period of postponement shall be credited for eligibility for a subsequent sabbatical.
- **(b)** If there are more applications for competitive sabbaticals than available competitive sabbaticals, a University Sabbatical Committee elected every two (2) years by and from the tenured employees shall rank the applicants. The committee shall include at least one

representative from each of the various colleges and schools. No member of the committee shall also be an applicant for a sabbatical. The chairperson of the University Sabbatical Committee shall be elected by members of the committee. The committee, in ranking the applicants, shall consider the benefits of the proposed program to the employee, the University and the profession; an equitable distribution of sabbaticals among colleges, divisions, schools, departments and disciplines within the University; the length of time since the employee was relieved of teaching duties for the purpose of research and other scholarly/creative/professional activities; and length of service since previous sabbatical or initial appointment. The Committee shall submit a ranked list of recommended employees to the Provost or representative. The Provost or designee shall make appointments from the list and shall notify the committee chairperson. In the event the Provost does not follow the committee's ranking, the committee chair may request to consult with the Provost or his designee prior to making the appointment.

(c) If there are fewer applications for competitive sabbaticals than available competitive sabbaticals, the University sabbatical committee shall make a recommendation to the Provost or representative how many sabbaticals should be awarded based on the quality of the applications.

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**(d)** The Provost or designee will review the non-competitive sabbatical applications (half pay/two semesters) for compliance with the eligibility requirements set forth in this Policy.

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(e) Notification of Employees. Eligible employees shall be notified annually by January 15 regarding eligibility requirements and application deadlines for sabbatical leaves. Applicants shall be notified as to whether or not their proposed leaves have been granted no later than March 15. Applicants shall notify the Provost of their acceptance of their awards within two weeks of receiving notification.

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# **IV.Other Study Leave and Retraining**

# A. Purpose

Other study leave and retraining may be provided when it is in the University's best interests to make such opportunities available.

# **B.** Policy

# 1. Job-Required

An employee required to take academic course work or participate in professional development activities as part of assigned duties shall not be required to charge time spent attending classes during the workday to accrued leave.

# 2. Job-Related

An employee may, at the discretion of the supervisor, be permitted to attend up to six (6) credit hours of course work per semester or participate in an equivalent number of hours of professional development during the workday, provided that the course work or professional development is directly related to the employee's assigned responsibilities and the supervisor determines that attending classes or professional development activities will not interfere with the proper operation of the employee's department/academic unit. Employees may, in accordance with this Policy and the BOTUFF Policy on Leaves, use accrued annual leave for jobrelated study.

# C. Retraining

 The University may, at its discretion, provide opportunities for retraining of employees. Such opportunities may be provided to employees who are laid off, to those who are reassigned, or in other appropriate circumstances. These retraining opportunities may include enrollment in tuition-free courses under the provisions of the BOT-UFF Policy on Benefits and/or Sabbaticals or Professional Development Leave.

5303		<b>BOT-UFF POLICY 16: BENEFITS</b>
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5305	1.	Benefit Improvements
5306 5307 5308		The Board and UFF support legislation to provide adequate and affordable health insurance to all employees.
5309		
5310	II.	Part-Time Employees
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5312		Part-time employees, except those in positions funded from Other Personal
5313		Services funds, are entitled to employer-funded benefits under the provisions of
5314 5315		applicable law and rules. Part-time employees should contact the FIU personnel office to determine the nature and extent of the benefits for which they are
5316		eligible.
5317		
5318	III	I. Retirement Credit
5319		
5320		Retirement credit for employees who are authorized to take uncompensated or
5321		partially compensated leaves of absence shall be granted in accordance with
5322		applicable law and rules as they may exist at the time leave is granted. The
5323		current Florida Retirement System rules also require that to receive full
5324		retirement credit, the employee on uncompensated or partially compensated
5325		leave must make payment of the retirement contribution that would otherwise
5326		be made by the University, plus interest, if applicable. Employees who are to
5327		take such a leave of absence should contact the FIU personnel office for complete
5328		information prior to taking the leave.
5329	T 7 7	
5330	IV	Benefits for Retired Employees
5331		
5332		A. Employees retired from FIU shall be eligible, upon request, and, except where
5333		otherwise specified in this Policy, on the same basis as other employees,
5334		subject to University policies, to receive the following benefits at FIU.
5335		4 Detined annulasses identification and
5336		1. Retired employee identification card;
5337		2 I los of the I Iniversity library (i.e. making and londing and according
5338		2. Use of the University library (i.e., public rooms, lending and research
5339		service);
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5341 **3.** Listing in the University directory; 5342 **4.** Placement on designated University mailing lists; 5343 5344 5. A University faculty-staff parking decal without charge; 5345 5346 **6.** Use of University recreational facilities (retired employees may be charged 5347 5348 fees different from those charged to other employees for the use of such 5349 facilities); 5350 5351 7. The right to enroll in courses without payment of fees, on a space 5352 available basis in accordance with the provisions of Section 1009.26(4) Florida Statutes; 5353 5354 5355 8. A mailbox in the department/unit from which the employee retired, 5356 subject to space availability; 5357 5358 **9.** A University e-mail address; and 5359 10. Emeritus status normally shall be reserved for those employees who retire 5360 5361 after a minimum of five years of employment at FIU. An award of 5362 emeritus status shall be based on the employee's past contributions to the 5363 University and the profession demonstrated through a record of outstanding teaching, research, or service, and to have consistently upheld 5364 5365 the principles of academic responsibility as outlined in Article 5 subsection 3. The decision to grant emeritus status shall be made upon the 5366 employee's request to his or her chair or supervisor and pursuant to a vote 5367 5368 by the faculty within the employee's department/unit according to criteria and procedures developed by employee's college, school or other 5369 5370 appropriate academic unit, and subject to the approval of the Dean of the 5371 appropriate academic unit and the Provost, which approvals shall not

retirement, whichever is later.

unreasonably be withheld. The University shall act upon the employee's

semester following the employee's request or within sixty (60) days of the

request within sixty (60) days of the beginning of the Fall or Spring

beginning of the Fall or Spring semester following the employee's

5378	B. In accordance with University policy, and on a space available basis, the
5379	University is encouraged to grant a retired employee's request for office or
5380	laboratory space.
5381	
5382	C. With the exception of retirees who participated in the Optional Retirement
5383	Program and for whom provisions have been made, as stipulated in Section
5384	5(a) of this Policy, retired employees of any State-administered retirement
5385	system are entitled to health insurance subsidy payments in accordance with
5386	Section 112.363, Florida Statutes.
5387	
5388	V. Optional Retirement Program
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5390	A. An Optional Retirement Program is provided for employees in
5391	accordance with Florida Statutes and applicable rules of the Division of
5392	Retirement including the following provisions:
5393	
5394	1. Faculty and A&P employees who are in the collective bargaining unit and
5395	otherwise eligible for membership in the Florida Retirement System.
5396	
5397	2. Any employee whose Optional Retirement Program eligibility results
5398	from initial employment will be enrolled as a member of the Optional
5399	Retirement Program. If the employee does not execute an annuity contract
5400	with an Optional Retirement Program approved provider and notify the
5401	Division of Retirement in writing within 90 days, the employee will be
5402	enrolled as a member of the Florida Retirement System.
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5404	3. No accrued service credit or vested retirement benefits will be lost if an
5405	employee participates in the Optional Retirement Program;
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5407	4. Benefits under the Optional Retirement Program shall be fully and
5408	immediately vested in the participating employees;
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5410	5. The Optional Retirement Program shall be available in accordance with
5411	state law; and
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5413	6. A participating employee may contribute to the Optional Retirement
5414	Program, by salary reduction or deduction, a percentage amount of the
5415	employee's gross compensation not to exceed the percentage amount

contributed by the employer to the Optional Retirement Program, but in 5416 5417 5418 5419 5420 5421 5422 5423 5424 5425 5426 5427 5428 VI. Phased Retirement Program 5429 5430 A. Eligibility 5431 5432 5433

- no case may such contribution exceed federal limitations.
- **B.** The parties agree to inform eligible employees regarding the existence and impact of the Optional Retirement Program upon their retirement benefits.
- **C.** If the UFF is concerned with the performance of any aspect of the Optional Retirement Program, whether administered by the Board or another State agency, the UFF has a right to consult with the Board regarding such concern. As a result of such consultation, the parties may agree to an approach to address the concern if it lies outside the Board's statutory authority.

- 1. Employees who have accrued at least six (6) years of creditable service in the Florida or Teachers Retirement System (FRS, TRS) or Optional Retirement Program (ORP), except those employees referenced in 6(a)(2), are eligible to participate in the Phased Retirement Program. Such eligibility shall expire on the employee's birthday at which the employee becomes eligible to receive full social security benefits. Employees who decide to participate must provide written notice to the University of such decision prior to the expiration of their eligibility, or thereafter forfeit such eligibility. Employees who choose to participate must retire with an effective date not later than 180 days, nor less than ninety (90) days, after they submit such written notice, except that when the end of this 180 day period falls within a semester, the period may be extended to no later than the beginning of the subsequent term (semester or summer, as appropriate).
- 2. Employees not eligible to participate in the Phased Retirement Program include those who have received notice of non-reappointment, layoff, or termination, and those who participate in the State's Deferred Retirement Option Program (DROP).

# **B.** Program Provisions

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- 1. All participants must retire and thereby relinquish all rights to tenure/permanent status as described in the BOT-UFF Agreement, except as stated otherwise in this Policy. Participants' retirement benefits shall be determined as provided under Florida Statutes and the rules of the Division of Retirement.
- 2. Payment for Unused Leave. Participants shall, upon retirement, receive payment for any unused annual leave and sick leave to which they are entitled.

#### C. Re-employment.

- 1. Prior to re-employment, participants in the Phased Retirement Program must remain off the FIU payroll for at least six (6) months following the effective date of retirement in order to validate their retirement, as required by the Florida Division of Retirement. Participants must comply with the re-employment limitations of the Florida Retirement System (which includes ORP).
- 2. Participants shall be offered re-employment, in writing, by the University under an Other Personal Services (OPS) contract for onehalf of the academic year; however, the University and employee may agree to less than one-half of the academic year. The written reemployment offer shall contain the text of Section 6(b)(3)d) below.
- 3. Compensation during the period of re-employment shall be at a salary proportional to the participant's salary prior to retirement, including an amount comparable to the pre-retirement employer contribution for health and life insurance and an allowance for any taxes associated with this amount. The assignment shall be scheduled within one (1) semester unless the participant and the University agree otherwise, beginning with the academic year next following the date of retirement and subject to the condition outlined in (3)a).
- **4.** Participants shall notify the University in writing regarding acceptance or rejection of an offer of re-employment not later than thirty (30) days after the employee's receipt of the written re-employment offer. Failure to

notify the University regarding re-employment may result in the employee's forfeiting re-employment for that academic year.

# D. Leave for Illness/Injury

1. Each participant shall be credited with five (5) days of leave with pay at the beginning of each full-time semester appointment. For less than full-time appointments, the leave shall be credited on a pro-rata basis with the assigned FTE. This leave is to be used in increments of not less than four (4) hours (½ day) when the participant is unable to perform assigned duties as a result of illness or injury of the participant or a member of the participant's immediate family. For the purposes of this Section, "immediate family" means the spouse, domestic partner, and the grandparents, parents, brothers, sisters, children, and grandchildren of the participant, and/or the participant's spouse, domestic partner, or other dependents of the participant, participant's spouse or domestic partner living in the household.

**2.** Such leave may be accumulated; however, upon termination of the post-retirement re-employment period, the participant shall not be reimbursed for unused leave.

#### E. Personal Non-Medical Leave

Each participant who was on a twelve (12) month appointment upon entering the Phased Retirement Program and whose assignment during the period of re-employment is the same as that during the twelve (12) month appointment shall be credited with five (5) days of leave with pay at the beginning of each full-time semester appointment. This leave is to be used in increments of not less than four (4) hours (½ day) for personal reasons unrelated to illness or injury. Except in the case of emergency, the employee shall provide at least two (2) days' notice of the intended leave. Approval of the dates on which the employee wishes to take such leave shall be at the discretion of the supervisor and shall be subject to the consideration of departmental and organizational scheduling. Such leave shall not be accumulated, nor shall the participant be reimbursed for unused leave upon termination of the post-retirement period.

# F. Re-employment Period

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- **1.** The period of re-employment obligation shall extend over five (5) consecutive academic years, beginning with the first day of classes of the Fall or Spring semester next following the effective date of retirement and the fulfillment of the six (6) months retirement validation period described in Paragraph 6(B)(iii), above. No further notice of cessation of employment is required.
- 2. The period of re-employment obligation shall not be shortened by the University, except under the provisions of BOT-UFF Policy on Disciplinary Action and Job Abandonment. During the period of reemployment, participants are to be treated, based on status at point of retirement, as tenured status employees or non-tenure-earning status employees with five (5) or more years of continuous service, as appropriate, for purposes of the Layoff and Recall provisions of the BOT-UFF Agreement.

#### G. Declining Re-employment

A participant may decline an offer of reemployment during any academic year. Such a decision shall not extend the period of re-employment beyond the period described in this Policy. At the conclusion of the re-employment period, the University may, at its option, continue to re-employ participants in this program on a yearto-year basis.

#### H. Salary Increases

Participants shall receive all increases guaranteed to employees in established positions, in an amount proportional to their part-time appointment, and shall be eligible for non-guaranteed salary increases on the same basis as other employees.

# I. Preservation of Rights

Participants shall retain all rights, privileges, and benefits of employment, as provided in laws, rules, the BOT-UFF Agreement, and BOT-UFF Policies and other University policies, subject to the conditions contained in this Policy.

## J. Payroll Deductions

The UFF payroll deductions, as specified in the BOTUFF Agreement, if applicable, shall be continued for a program participant during each reemployment period.

#### K. Contracts and Grants

Nothing shall prevent the employer or the participant, consistent with law and rule, from supplementing the participant's employment with contracts or grants.

# L. Irrevocability

The decision to participate in the Phased Retirement Program is irrevocable after the required approval document has been executed by all parties.

# VII. Free University Courses for Employees

Full-time employees, including employees on sabbaticals or on professional development or grants-in-aid leave, their spouses and dependent children under the age of twenty-five (25) may enroll for a combined maximum of up to ten (10) credit hours of FIU instruction per term (Fall, Spring, or Summer), with employees enrolling in no more than six (6) credit hours of the total 10 (ten) credit hours per term, without payment of the in-state portion of tuition, tuition differential, or the following fees: financial aid fees, capital improvement trust fund fees, building fees, athletic fees, activity and service fees. Free university courses provided pursuant to this paragraph will be subject to the following conditions:

**1.** Dependent children under the age of twenty-five (25) must be admitted to FIU as degree seeking undergraduate or graduate students.

**2.** Employees and spouses may enroll either as degree-seeking students or as special students on a space available basis.

- **3.** An application on the form attached as Appendix G, Attachment 5 (for employee) or as Appendix G, Attachment 6 (for spouse or dependent child under the age of 25) must be provided before the first week of classes to Human Resources, who will verify eligibility for the waiver of tuition and fees.
- **4.** Employees should discuss with their supervisors their intent to take classes and should schedule classes during non-working hours to ensure there is no conflict with assigned responsibilities. When a desired class cannot be scheduled during non-working hours, the supervisor may allow the employee to use annual leave or modify his or her assignment based on departmental needs.
- 5. Enrollment must be in regular lecture or laboratory courses, thesis or dissertation, directed individual studies, directed research courses or internships. College of Law, College of Medicine, and continuing education courses are excluded. The tuition and fee waiver shall not apply to tuition and fees for courses restricted to students who are admitted as majors in the following limited access degree programs that have limited enrollments: Bachelor of Science in Hospitality Management, Bachelor of Science in Nursing, Bachelor of Arts/Fine Arts in Theater, and Bachelor of Science in Dietetics and Nutrition.
- **6.** A maximum of thirty (30) credits will be covered for dissertation courses (7980-7989).
- 7. A maximum of nine (9) credits will be covered for thesis courses (6970-6979),
- 8. The employee will be responsible for paying the tuition and fees for any courses dropped (except for courses dropped on an emergency basis) by the employee, his or her spouse or dependent child under the age of twenty-five (25) after the official Drop/Add period during the first week of classes. If the individual withdraws from the university before the end of the last day to withdraw from the University with a 25% refund of tuition, the employee will be responsible for paying that portion of tuition and fees that is not subject to refund.

**9.** A student 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. A student enrolled in a "P-F" graded course must receive a "P". Receipt of a lower grade will result in the employee's being charged for the course.

#### VIII. Tuition Reimbursement

#### A. Purpose

To provide employees who do not have the terminal degree the opportunity to increase the employee's value to the University, not as a reward for service.

# **B.** Policy

1. Tuition Reimbursement. The University will reimburse eligible employees who lack a terminal degree reimbursement for tuition expenses incurred while earning a terminal degree at another fully accredited university, subject to the conditions set forth below. The University is not required to accept more than seven (7) employees for this program in any academic year.

**2.** The reimbursement shall not exceed the equivalent tuition cost of up to six (6) credits per semester at FIU.

**3.** Eligibility. All employees with two (2) or more years of full-time continuous service at FIU and who do not hold a terminal degree in their discipline shall be eligible to apply for tuition reimbursement under this program.

4. Terms of Tuition Reimbursement. The employee must return to the University for at least one (1) academic year following the reimbursement, if requested by the University. If this condition is not met the employee may be required to return to the University the full amount reimbursed under this program.

#### C. Procedures

# 1. Application and Selection

- (a) Application for tuition reimbursement shall be submitted on the Application Form found on the Academic Affairs website provost.fiu.edu. Each application shall contain a vita showing educational background and documentation of acceptance into the terminal degree program and a statement that the applicant agrees to comply with the conditions of the tuition reimbursement program. The applicant's supervisor may submit a letter of endorsement supporting the request and noting expected benefits to the unit.
- **(b)** The University shall select applicants on the basis of whether completion of the project or work would enhance the employee's contributions to the employee's department/academic unit. Completed application forms must be received by the Provost or designee by the announced deadline for consideration for the following academic year. The application deadline date shall be April 1.
- (c) If there are more qualified applicants than the University will fund in a given year, the Provost will appoint a committee that will evaluate and rank order the applications. This may be the same committee as appointed to evaluate and recommend Professional Development leave applications. The chairperson of the committee will be elected by a vote of a majority of at least a quorum of the members of the committee. The committee will develop its ranking based on the specific criteria that completion of the project would improve the productivity of the department of which the employee is a part. The committee, in ranking the applicants, shall also consider the benefits of the proposed program to the employee, the University and the profession. The committee shall submit a ranked list of recommended employees to the Provost or designee. The Provost or designee shall make selections from the list and shall notify the committee chairperson. In the event the Provost does not follow the committee's ranking, the committee chair may request to consult with the Provost or his designee prior to making the selection.

#### 2. Notification of Employees

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Eligible employees shall be notified annually by November 1 regarding eligibility requirements and application deadlines.

# 3. Documentation of Completion

At the completion of each semester while enrolled in the terminal degree program, the employee must present documentation to the Provost or designee showing the successful completion of the course(s), progress toward the degree, and the tuition cost incurred. The University will reimburse the employee for the documented tuition expense for those courses, subject to the conditions set forth in this article. The reimbursement will be paid to the employee within 60 days of receipt of this documentation.

# **IX. Employee Assistance Programs**

The University, as part of its Employee Assistance Program (EAP), will provide assessment, referral, follow-up consultation, short-term counseling, and other services for employees with personal, family, job stress, or substance abuse problems. Any policies created or revised by the University in the development or operation of its EAP shall be bargained with the UFF Chapter.

#### X. Pre-tax Benefits Program

The Board shall continue to provide a pre-tax benefits program for salaried FIU employees, which include the opportunity to: (1) pay for their State insurance premiums on a pre-tax basis and, (2) utilize flexible spending accounts for medical and dependent care expenses.

## XI. Workforce Housing

Faculty will be eligible to apply for workforce housing should it become available and according to eligibility criteria established by the university in consultation with UFF.

5752	BOT-UFF POLICY 17: TRAVEL
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5754 <b>]</b>	. Professional Meetings
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5756	Employees should be encouraged to and may, with the approval of the
5757	supervisor, attend professional meetings, conferences, and activities.
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5759 <b>1</b>	I. Funding
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5761	Subject to the availability of funds, the employee's expenses in connection with
5762	such meetings, conferences, or activities shall be reimbursed, in accordance with
5763	the applicable provisions of State law and rules and regulations having the force
5764	and effect of law. Such expenses may be directly paid by the department/unit.
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5766 I	II.Travel Advances
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5768	The University will, to the extent permitted by State law and rule, provide travel
5769	advances, upon request, of up to eighty (80) percent of budgeted expenses for
5770	authorized travel.
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# BOT-UFF POLICY 18: NEUTRAL, INTERNAL RESOLUTION OF POLICY DISPUTES

5775 I. Purpose

To establish and maintain a process for resolving disputes concerning BOT-UFF Policies.

# II. Policy

# A. Policy/Informal Resolution

The parties agree that all problems should be resolved, whenever possible, before the filing of a complaint but within the time limits for filing complaints stated elsewhere in this Policy and encourage open communications between administrators and employees so that resort to the formal neutral, internal policy dispute resolution will not normally be necessary. The parties further encourage the informal resolution of complaints whenever possible. At each step in the neutral, internal 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. The procedures hereinafter set forth shall be the sole and exclusive method for resolving the complaints of employees as defined herein.

# B. Resort to Other Procedures and Election of Remedy

1. The filing of a complaint 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 University procedures that may otherwise be available to address such matters. For rights or benefits that are provided exclusively by a BOT-UFF Policy this neutral, internal dispute resolution procedure shall be the sole review mechanism. Only those acts or omissions and sections of the BOT-UFF Policies identified at the initial filing may be considered at subsequent steps.

**2.** Except where an employee files a grievance alleging violations of the BOT-UFF Agreement in connection with the same act or omission

pursuant to the Grievance and Arbitration provisions of the BOT-UFF Agreement, if prior to seeking resolution of a dispute by filing a complaint hereunder, or while the Policy Dispute Resolution process is in progress, an employee requests, in writing, the same remedy of the matter in any other forum, whether administrative (including the Public Employees Relations Commission) or judicial, the University shall have no obligation to entertain or proceed further with the complaint pursuant to this Policy. As an exception to this provision, a complainant may file an EEOC charge while a complaint is in progress when such filing becomes necessary to meet federal filing guidelines pursuant to 42 U.S.C. §2000e et. seq. Further, since the parties do not intend that this Neutral, Internal Resolution of Policy Disputes procedure be a device for appellate review, the President's response to a recommendation of a hearing officer or other individual or group having appropriate jurisdiction in any procedure other than the Neutral, Internal Resolution of Policy Disputes procedure shall not be an act or omission giving rise to a complaint under this Policy.

# C. Definitions and Forms. As used in this Policy

# 1. Complaint.

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

# 2. 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 BOT-UFF Policy that confers rights upon the employee(s). The UFF may file a complaint in a dispute over a provision of a BOT-UFF Policy that confers rights upon a group of employees or upon the UFF. 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.

## 3. Complaint Forms.

Each Complaint, Request for Step 2 Review, and Notice of Demand for Internal Policy Dispute Resolution by a Panel must be submitted in writing on the appropriate forms attached to this Policy and shall be signed by the complainant(s). All complaint forms shall be dated when the complaint is received. If there is difficulty in meeting any time limit, the UFF representative may sign such documents for the complainant; however, complainant's signature shall be provided prior to the Step 2 meeting.

# 4. Days.

The term "days" shall mean calendar days.

#### D. Burden of Proof

In all complaints, except disciplinary complaints in accordance with the BOT-UFF 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.

#### E. Representation

The UFF 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 the UFF, the University shall promptly inform the UFF in writing of the complaint. No resolution of any individually processed complaint shall be inconsistent with the terms of any applicable BOT-UFF Policy or the BOT-UFF Agreement, and for this purpose the UFF 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.

#### F. Complaint Representatives

The UFF shall annually furnish to the University a list of all persons authorized to act as complaint representatives and shall update the list as needed. The UFF complaint representative shall have the responsibility to meet all classes, office hours, and other 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 rescheduling of assigned duties, the representative may, with the approval of the appropriate administrator, arrange for the fulfillment of such duties. Such approval shall not be unreasonably withheld.

# G. Appearances

1. When an employee participates during scheduled hours in a neutral policy dispute resolution proceeding or in a meeting between the complainant, complainant's counsel or UFF representative and the University, that employee's compensation shall neither be reduced nor increased for time spent in those activities.

**2.** Prior to participation in any such proceedings, conferences, or meetings, the employee 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.

#### **III.Procedures**

#### A. Filing

1. A complaint shall be filed with the Provost or designee at Step 1 within forty-five (45) days following the act or omission giving rise thereto, or the date on which the employee knew or reasonably should have known of such act or omission if that date is later. The complainant may amend the Step 1 Form one time prior to the Step 2 meeting. Only those acts or

omissions and sections of BOT-UFF Policy identified at the Step 1 filing as amended in accordance with this paragraph may be considered at subsequent Steps.

**2.** The filing of a complaint 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 University procedures which may otherwise be available to address such matters.

3. An employee may seek redress of a salary action alleged to be unsupported by performance or job-related criteria by filing a complaint under the provisions of the Policy. An act or omission giving rise to such a complaint may be the employee's receipt of salary during any pay period, but in no case shall the Panel's award of back salary be retroactive to a date earlier than the date of that act or omission, or twelve months from the date the complaint is filed, whichever is less.

#### **B.** Time Limits

All time limits in this Policy may be extended by mutual agreement of the parties in writing. Mutual agreement may be evidenced by e-mail exchanges. 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 Neutral, Internal Resolution of Policy Disputes by a Panel (Step 3) should the UFF elect to take the complaint to neutral, internal policy dispute resolution by a Panel. Upon the failure of the complainant or the UFF, where appropriate, to file an appeal within the time limits provided in this article, the complaint shall be deemed to have been resolved at the prior step. The "end of the day" shall mean 5 PM. 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 decision, or by the date of the mailing as indicated by the postmark.

# C. Step 1

All complaints shall be placed in Step 1 informal resolution status for forty-five (45) days unless both the University and UFF agree otherwise. During the

 Step 1 informal resolution period, efforts to resolve the complaint informally shall be made. Upon request of the complainant or complainant's representative, the University representative shall, during the Step 1 informal resolution period, arrange an informal meeting between the appropriate administrator and the complainant. The complainant shall have the right to representation by the UFF or legal counsel during attempts at informal resolution of the complaint. Any party bringing legal counsel to the informal meeting shall provide at least five (5) days advance written notice to all other parties. If the complaint is not satisfactorily resolved during the Step 1 informal resolution period, the complainant may give written notice to the President or designee requesting Step 2 review within thirty (30) days from the expiration of the Step 1 period. If the complainant does not request a Step 2 review within thirty (30) days from the expiration of the Step 1 informal resolution period or any extension of that period, the complaint shall be deemed informally resolved and shall not be processed further.

# D. Step 2

# 1. Meeting.

The President or designee and the complainant and/or the complainant's representative shall meet no sooner than ten (10) days and no later than thirty (30) days following receipt of the complainant's request for a Step 2 meeting. At the Step 2 meeting, the complainant shall have the right to present any evidence in support of the complaint, and the complainant and/or the complainant's representative or the complainant's legal counsel and the President or designee 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.

#### (a) Decision.

The President or designee shall issue a written decision, stating the reasons therefore, to complainant's Step 2 representative within fifteen (15) days following conclusion of the Step 2 meeting. A copy of the decision shall be sent to the complainant, to the complainant's representative and to UFF if complainant elected self-representation or representation by legal counsel.

#### (b) Documents.

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The President or designee shall make available to the complainant or the complainant's representative all documentation referenced in the Step 2 decision prior to its issuance. All documents referred to in the Step 2 decision and any additional documents presented by the complainant shall be attached to the decision, together with a list of these documents. In advance of the Step 2 meeting, the complainant shall have the right, upon written request, to a copy of any identifiable documents relevant to the complaint.

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

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# 1. Filing

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6015 (a) If the complaint has not been satisfactorily resolved at Step 2, UFF 6016 may, upon the request of the complainant, proceed to Neutral, Internal 6017 Resolution of Policy Disputes by a Panel by filing a written notice of 6018 the intent to do so. Notice of intent to proceed to Neutral, Internal 6019 Resolution of Policy Disputes by a Panel must be filed with the 6020 President or designee within forty-five (45) days after receipt of the 6021 Step 2 decision by the complainant's Step 2 representative and shall be 6022 signed by the complainant and UFF President or designee. The 6023 complaint may be withdrawn by the complainant or by the UFF 6024 President or designee at any point prior to issuance of the Panel's 6025 decision.

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6030 6031 **(b)** Issues of Applicability. 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 to render a decision on applicability. If the process is judged to be applicable to the complaint,

6036 the Panel shall then proceed to hear the substantive issue(s) in 6037 accordance with the provisions of this Policy. 6038 2. Selection of a Panel 6039 6040 6041 (a) Within fourteen (14) days after receipt of the Step 3 form by the 6042 University, representatives and UFF shall designate their 6043 representatives to the Panel using the method described below. 6044 6045 6046 **(b)** The President or designee shall appoint one (1) member of the Panel 6047 who shall be a current or former University employee or University alumni. 6048 6049 6050 (c) The UFF President or designee shall appoint one (1) member of the 6051 Panel who shall be a current or former University employee or 6052 University alumni. 6053 6054 (d) The third member of the Panel shall be a professional labor mediator. 6055 Each party shall provide the other party with a list of five (5) potential 6056 members for the third member of the Panel. Each party shall 6057 alternatively strike a potential Panel member from the list until one 6058 remains with a coin toss used to determine which party strikes first. 6059 No person involved in any business, employment or other relationship 6060 with the University, State University or College System, or State of 6061 Florida that could reasonably be presumed to create a conflict of 6062 interest with that person's obligations as a neutral mediator of disputes 6063 involving the University shall be eligible for inclusion as the third member of the Panel. 6064 6065 6066 (e) All persons designated to members of the Panel shall be able to serve on short notice. In addition, the University and UFF shall jointly 6067 6068 provide all Panel members with an orientation and training on the 6069 Policies and the Neutral, Internal Resolution of Policy Disputes 6070 procedures. The cost of such training shall be shared equally by the 6071 University and UFF. 6072

(f) The third member shall serve as the Chair of the Panel. The Panel shall 6073 be governed by the Federal Mediation and Conciliation Service. 6074 6075 6076 (g) The hearing by the Panel shall be held within sixty (60) days following the selection of the Panel. 6077 6078 6079 3. Authority of the Panel 6080 6081 (a) The Panel in the Step 3 of the NIRD shall review the final decision 6082 solely for the purpose of determining whether it violates a University 6083 regulation or the applicable CBA provision and may not consider 6084 claims based on equity. The Panel shall not add to, subtract from, 6085 modify, ignore, or alter the terms or provisions of any BOT-UFF Policy 6086 or the BOT-UFF Agreement. Neutral, Internal Resolution of Policy 6087 Disputes by a Panel shall be confined solely to the application and/or 6088 interpretation of BOT-UFF Policies and the precise issue(s) submitted 6089 for Neutral, Internal Resolution of Disputes. In rendering its decision, 6090 the Panel shall refrain from issuing any statements of opinion or conclusions not essential to the determination of whether the act or 6091 6092 event giving rise to the complaint violated applicable University 6093 regulation or policy. 6094 6095 **(b)** Where an administrator has made a judgment involving the exercise of 6096 discretion, such as decisions regarding promotion under the BOT-UFF 6097 Promotion Policy, the Panel shall not substitute its judgment for that of the administrator. Nor shall the Panel review such decision except for 6098 6099 the purpose of determining whether the decision has violated BOT-6100 UFF Policy. 6101 6102 (c) The Panel shall not have the power to award promotion or tenure. 6103 6104 (d) If the Panel determines that a BOT-UFF Policy has been violated, the 6105 Panel shall direct the University to take appropriate action. The Panel 6106 may award back salary where the Panel determines that the employee 6107 is not receiving the appropriate salary from the University, but the 6108 Panel may not award other monetary damages or penalties. If notice 6109 that further employment will not be offered is not given on time, the 6110 Panel may direct the University to renew the appointment only upon a

finding that no other remedy is adequate, and that the notice was given so late that (a) the employee was deprived of reasonable opportunity to seek other employment, or (b) the employee actually rejected an offer of comparable employment which the employee otherwise would have accepted.

**(e)** A Panel's decision awarding employment beyond the sixth year shall not entitle the employee to tenure. In such cases the employee shall serve during the seventh year without further right to notice that the employee will not be offered employment thereafter. If an employee is reappointed at the direction of a Panel, the President or designee may reassign the employee during such reappointment.

#### 4. Conduct of Hearing

The Panel shall hold the hearing in Miami-Dade County, unless otherwise agreed by the parties. The hearing shall commence within twenty-five (25) days of the all Panel members' acceptance of selection, or as soon thereafter as is practicable, and the Panel shall issue the decision within thirty (30) days of the close of the hearing or the submission of briefs, whichever is later, unless additional time is agreed to by the parties. 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 Federal Mediation & Conciliation Service.

#### 5. Effect of Decision.

The decision or award of the Panel shall be final and binding upon the University, the UFF, and the complainant. This is a final agency action.

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

#### 7. 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. Each party shall bear the cost of preparing and presenting its own case. The party desiring a transcript of the Panel hearing shall provide written notice to the other party of its intention to have a transcript of the Panel hearing made at least one week prior to the date of the hearing. The party desiring such transcript shall be responsible for scheduling a stenotype reporter to record the proceedings. The parties shall share equally the appearance fee of the stenotype reporter and the cost of obtaining an original transcript and one copy for the party originally requesting a transcript of the proceedings. The requesting party shall, at its expense, photocopy the transcript received from the reporter and deliver the photocopy to the other party within five days after receiving the copy of the transcript from the reporter.

#### 8. Retroactivity

 A Panel's award may or may not be retroactive as the equities of 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 initially filed in accordance with this Policy.

# IV. Filings and Notification

With the exception of Step 2 decisions, all documents required or permitted to be issued or filed pursuant to this Policy may be transmitted by fax, United States mail, or any other delivery service mutually agreed to by the parties in writing. Step 2 decisions shall be transmitted to the complainant's representative(s) by personal delivery with written documentation of receipt or by certified mail, return receipt requested.

#### V. Precedent

 No complaint informally resolved, or complaint resolved at either Step 1 or 2, shall constitute a precedent for any purpose unless agreed to in writing by the University or representative and the UFF acting through its President or designee.

# VI. Processing

1. The filing or pendency of any complaint or request for Neutral, Internal Resolution of Policy Disputes by a Panel under this Policy shall not operate to impede, preclude, or delay the University from taking the action complained of. Reasonable efforts, including the shortening of time limits when practical, shall be made to conclude the processing of a complaint prior to the expiration of the complainant's employment, whether by termination or failure to reappoint. An employee with a pending complaint will not continue to be compensated beyond the last date of employment.

**2.** Nothing shall authorize the University or its representative to refuse consideration of a complaint on the assertion that it was not timely filed or processed in accordance with this Policy.

# VII. Reprisal

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

#### VIII. Records

All written materials pertinent to a complaint shall be filed separately from the evaluation file of the complainant or witnesses, except (a) at the request of the complainant or witness that specific materials be included in his or her own evaluation file, or (b) 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.

# IX. Expedited Dispute Resolution Procedure for Conflict of Interest/Outside Activity

 1. The period for informal resolution of a dispute alleging a violation of the provisions of the BOT-UFF Policy on Conflict of Interest and Outside Activity shall be five (5) days from the date the complaint is filed. Such a dispute shall be heard at Step 2 by the President or designee no more than seven (7) days after a request for a Step 2 review has been filed. The President or designee shall issue a Step 2 decision no more than three (3) days after the Step 2 meeting.

2. A request for resolution by a Neutral Panelist shall be filed within fourteen (14) days after receipt of the Step 2 decision. The selection of the Neutral Panelist will follow the same process as described above in Section (E) Step 3 Neutral Internal Resolution of Disputes Policy by a Panel subsection 2(d). A Neutral Panelist shall be selected by the parties from the Neutral Pool, or by mutual agreement from outside the neutral pool, no more than fourteen (14) days after a request for a resolution by a Neutral Panelist is received. The Neutral Panelist shall issue a memorandum of decision within seven (7) days following the conclusion of the Neutral Panelist hearing, to be followed by a written opinion and award in accordance with the provisions of this Policy.

**3.** All other provisions of this Policy shall apply to these complaints, except as noted above.

# X. Expedited Dispute Resolution Procedure for Complaint over Assignment.

 An employee who complains that his or her assignment has been imposed arbitrarily or unreasonably shall be entitled to Expedited Assignment Dispute Resolution ("ADR") as set forth below. If the employee's assignment begins prior to final resolution of the dispute, the employee shall perform the assignment pending final resolution under this procedure.

1. If an employee believes that the assignment has been imposed arbitrarily or unreasonably, the employee or employee's representative shall, within thirty

(30) days after receipt of the assignment, file Part 1 of the ADR Form (attached hereto as ADR Form 1) with the individual responsible for making the assignment. The filing of the ADR Form shall be accompanied by a brief and concise statement of the employee's arguments, and any relevant documentation supporting the employee's position. This documentation shall be placed in a file entitled "Employee's Assignment Dispute Resolution File," which shall be kept separate from the employee's personnel evaluation file. Additional documentation shall not be considered in the ADR process except by agreement of the President's representative unless it is documentation that the employee requested from the University prior to the conference held pursuant to (b) below but did not receive before such conference.

2. Within four (4) days of receipt of the ADR Form, the individual responsible for making the assignment shall meet with the employee and employee's representative and discuss the dispute. Within twenty-four (24) hours after this conference, such individual shall complete Part 1 of the ADR Form and deliver it to the employee or representative.

 **3.** If the employee continues to be aggrieved following the initial conference, the employee or representative shall file the ADR Form, with Part 1 completed, with the Dean or other appropriate administrator no later than four (4) days after the initial conference.

4. The employee or employee's representative shall schedule a meeting with the Dean or other appropriate administrator to be held no later than four (4) days after filing the ADR Form with the Dean or other appropriate administrator. At this meeting, the employee, the UFF representative, and the Dean or appropriate administrator shall discuss the dispute and attempt to resolve it. Within twenty-four (24) hours after the conclusion of this meeting, the Dean or appropriate administrator shall complete Part 2 of the ADR Form and deliver it to the employee or employee's representative.

5. If consultation with the Dean or appropriate administrator does not resolve the matter, the employee or employee's representative may file, within four (4) days of that meeting, Part 3 of the ADR Form (with supporting documentation) with the President's representative, indicating an intention to submit the dispute to a Neutral Panelist.

- 6. Within seven (7) days of receipt of the completed ADR Form and other documentation, the President's representative may place a written explanation, brief statement of the University's position, a list of expected witnesses, and other relevant documentation in the employee's ADR File. As soon as practicable thereafter, a copy of all documents placed in the employee's ADR File shall be presented to the employee or employee's representative, who shall place a list of the employee's expected witnesses into the file.

7. At the time that the completed ADR Form is submitted to the President's representative, the employee or employee's representative shall schedule a meeting with the President's representative for the purpose of selecting a Neutral Panelist. The process for selection will follow the method described above in Section (E) Step 3 Neutral Internal Resolution of Disputes Policy by a Panel subsection 2(d). This meeting shall be scheduled for no later than seven (7) days after filing of the completed ADR Form.

 **8.** The President's representative shall contact the selected Neutral Panelist no later than three (3) days following the selection. Should the Neutral Panelist selected be unable to serve, the President's representative shall contact the UFF representative as soon as practicable and schedule another selection meeting.

**9.** Upon the agreement of the Neutral Panelist to serve, the President's representative shall provide the Neutral Panelist with the employee's ADR File.

**10.** The ADR hearing shall be scheduled as soon as practicable after the Neutral Panelist has received the employee's ADR File. The President's representative shall notify the UFF representative of the time and place of the ADR hearing no later than forty-eight (48) hours prior to it being convened.

11. The ADR hearing shall be conducted as follows:

(a) The employee, or employee's representative, and a representative of the President shall be the sole representatives of the parties. Each representative may present documentary evidence from the employee's ADR File, interrogate witnesses, offer arguments, cross-

6339	examine witnesses, and have present at the meeting one individual to
6340	assist in the presentation of the representative's case.
6341	
6342	(b) The Neutral Panelist will conduct and have total authority at the ADR
6343	hearing. The Neutral Panelist may conduct the ADR hearing in
6344	whatever fashion consistent with this Policy that will aid in arriving at
6345	a just decision.
6346	
6347	(c) The Neutral Panelist shall submit to all parties on Part 4 of the ADR
6348	Form within forty-eight (48) hours after the close of the ADR hearing a
6349	written, binding decision as to whether the assignment was imposed
6350	arbitrarily or unreasonably. The decision shall include the reasons for
6351	the Neutral Panelist's determination.
6352	
6353	(d) If the Neutral Panelist decides that the employee's assignment was
6354	imposed arbitrarily or unreasonably, the Neutral Panelist may also
6355	order the appropriate remedy, which shall be binding on the
6356	University.
6357	
6358	12. All other provisions of this Policy shall apply to these complaints, except as
6359	noted above.