

1 The Florida International University Board of Trustees and
2 The United Faculty of Florida
3 Collective Bargaining Agreement 2021-2024
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53 PREAMBLE

54

55 The intent of the parties in carrying out their responsibilities to negotiate the terms and
56 conditions of employment of members of the bargaining unit is to promote the quality and
57 effectiveness of education at Florida International University (hereinafter, FIU) and to maintain
58 high standards of academic excellence in all phases of instruction, research, and service. The
59 Board of Trustees (hereinafter, the Board) retains its rights, under law, to manage and direct the
60 University. The United Faculty of Florida (hereinafter, UFF), as the certified bargaining agent,
61 retains the exclusive right to negotiate and reach an agreement on terms and conditions of
62 employment for the members of the bargaining unit.

63

64 Both parties recognize the desirability and importance of collegial governance for faculty and
65 professional employees in matters of traditional academic concern. In such a collegial system,
66 academic departments, faculty assemblies, the Faculty Senate, and faculty committees should
67 play an active and responsible role in matters of traditional academic concern. At the University,
68 the most effective collegial governance occurs when peers work critically together to perform
69 their responsibilities in the most professional manner possible.

70

71 This Preamble is a statement of intent and policy and is, therefore, not subject to the provisions
72 of this Agreement concerning the Grievance and Arbitration Procedure.

73

74 **Article 1 RECOGNITION**

75

76 **A1.1** Bargaining Unit. The Board has recognized the UFF as the exclusive
77 representative, solely for the purpose of collective bargaining with respect to wages,
78 hours, and other terms and conditions of employment agreed to by the parties for the
79 bargaining unit certified by the Florida Public Employees Relations Commission in Case
80 No. RA-2004-001 (February 4, 2004) and described in Certification No. 1463 issued to
81 the UFF. Attached as Appendix "A," for information purposes only and not made a part
82 of the Agreement, is the listing of titles included in the bargaining unit.

83

84 **A1.2** Board and Administration Rules and Policies.

85 (a) If there is an inconsistency between an existing Board or administration rule or
86 policy and an express provision agreed to by the parties, the Board agrees to
87 promptly remedy the inconsistency.

88

89 (b) No new or amended Board or administration rule, policy, or resolution shall
90 apply to employees if it conflicts with an express term agreed to by the parties.

91

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

101
102 (d) If the Board or a committee of the Board has scheduled public hearings on any
103 Board action that would conflict with an express term agreed to by the parties,
104 the UFF Chapter shall be notified at the time the hearing is scheduled and
105 afforded the opportunity to address the matter at the public hearing.

106
107 (e) If any proposed rule, policy, or resolution would modify an express agreement
108 by the parties, the Board shall notify the UFF Chapter and shall engage in
109 collective bargaining prior to the change.

110
111 **A1.3 Board of Trustees Meetings - Agenda.**

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

116
117 (b) The UFF Chapter shall be granted a place on the agenda at each public Board
118 meeting for the purpose of addressing any item on the Board's agenda that
119 affects the wages, hours, or other terms and conditions of employment of
120 employees.

121
122 **A1.1 Right to Hear Views.** Nothing contained in this Agreement shall be
123 construed to prevent the Board or the administration from meeting with any
124 individual or organization to hear views on any matter, provided, however, that as to
125 any such matter which is a proper subject of collective bargaining and covered by a
126 term agreed to by the parties, any changes or modification shall be made only through
127 negotiation and agreement with the UFF Chapter.

128

129 **Article 2 CONSULTATION**

130

131 **A2.1** Consultation with President. The President or designee shall meet with the
132 UFF Chapter representatives to discuss matters pertinent to the implementation or
133 administration of this Agreement, University actions affecting terms and conditions of
134 employment or any other mutually agreeable matters. Such meetings shall occur at
135 least once per semester during the academic year and once during the summer term
136 unless the parties agree to meet more frequently. The party requesting consultation
137 shall submit a written list of agenda items no less than one (1) week in advance of the
138 meeting. The other party shall also submit a written list of agenda items in advance of
139 the meeting if it wishes to discuss specific issues. The parties understand and agree
140 that such meetings may be used to resolve problems regarding the implementation
141 and administration of the Agreement; however, such meetings shall not constitute or
142 be used for the purpose of collective bargaining.

143

144 **A2.2** Location of consultation. The consultation meetings shall be held on a
145 mutually convenient date on the FIU Modesto A. Maidique campus unless the parties
146 agree to another location.

147

148 **A2.3** Affirmative Action Plan. The University shall provide to the UFF Chapter,
149 without cost, a copy of the University's Affirmative Action Plan or Update.

150 **Article 3 UFF CHAPTER PRIVILEGES**

151

152 **A3.1 Use of Facilities and Services.** Subject to the rules and policies of the
153 University, the UFF Chapter shall have the right to use University facilities for meetings
154 and all other services on the same basis as they are generally available to other
155 University-related organizations, which are defined as follows.

156

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

162

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

164

- 165 (a) An office conveniently located on the Modesto A. Maidique Campus in or near
166 the PC building or other site mutually agreed to in consultation. Such space will
167 at minimum consist of an office of at least 225 square feet and a locked storage
168 area of at least 150 square feet, which will be furnished with standard faculty
169 furnishings. The office shall be wired for telephone service and computer
170 access to the internet.
- 171 (b) A University telephone number and listing in all campus directories. The UFF
172 Chapter shall be responsible for paying the monthly phone bill.

173

174 **A3.2** Communications

- 175 (a) UFF may post bulletins and notices relevant to its position as the collective
176 bargaining agent on a reasonable number of existing bulletin boards on campus
177 where other notices regarding personnel and/or faculty activities are posted
178 but on at least one bulletin board per building where a substantial number of
179 employees have offices. Specific locations shall be mutually selected by the
180 University and the UFF chapter in the course of consultation pursuant to Article
181 2, Consultation. All materials placed on the designated bulletin boards shall
182 bear the date of posting and may be removed by the University after having
183 been posted for a period of thirty (30) days. In addition, such bulletin boards
184 may not be used for election campaigns for public office or exclusive collective
185 bargaining representation.

186

- 187 (b) FIU will place a link in an appropriate place on the Provost's website to the
188 website of the UFF Chapter and to the current CBA.

189

190 (c) The University will provide the UFF Chapter the email addresses of all
191 bargaining unit members upon request no more than once per semester in
192 electronic form.

193

194 **A3.3** Leave of Absence - Union Activity.

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

207

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

210

211 (c) The UFF Chapter shall reimburse the University for the employee's salary, fringe
212 benefits, and retirement.

213

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

217

218 (e) An employee who has been granted leave under this Article for two (2)
219 consecutive academic years shall not again be eligible for such leave until two
220 (2) consecutive academic years have elapsed following the end of the leave. As
221 an exception, one employee designated by UFF Chapter shall be eligible for a
222 leave of absence for one additional year.

223

224 (f) The University or the Board shall not be liable for the acts or omissions of said
225 employees during the leave and the UFF shall hold the University and Board
226 harmless for any such acts or omissions, including the cost of defending against
227 such claims.

228

229 (g) An employee on such leave shall not be evaluated for this activity nor shall such
230 activity be considered by the University in making personnel decisions.
231

232 **A3.4 Released Time.**
233

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

- 242 1. No more than one (1) employee per fifteen (15) employees or fraction thereof
243 per department/unit may be granted released time at any one time, nor may any
244 employee be granted more than a two (2) unit reduction in a single semester.
245
- 246 2. The UFF Chapter shall provide the Provost with a list of requested designees
247 and/or units to be carried forward for the academic year no later than May 1 of
248 the preceding academic year. Upon approval of the designees by the University,
249 the designees shall serve for one (1) academic year. Changes for the spring
250 semester may be made upon written notification submitted by the UFF Chapter
251 to the Provost no later than November 1st.

252
253 (b) (1) a "unit" of released time shall consist of a reduction in teaching load of one
254 (1) course per Fall or Spring semester for instructional employees or, for non-
255 teaching employees, a reduction in workload of ten (10) hours per week. Two
256 (2) units shall consist of a reduction in teaching load of two (2) courses per Fall
257 or Spring semester for instructional employees or, for non-teaching employees,
258 a reduction in workload of twenty (20) hours per week.
259

260 (c) Employees who are on leave of any kind, other than leave pursuant to A3.3,
261 shall not be eligible to receive UFF released time.
262

263 (d) Upon the failure of the UFF Chapter to provide a list as specified above in
264 A3.4(a)2 by the specified deadlines, the University may refuse to honor any of
265 the released time requests which were submitted late. Changes for Spring
266 semester submitted after the November deadline shall be allowed at the
267 discretion of the University.
268

- 269 (e) Employees on released time shall be eligible for salary increases on the same
270 basis as other employees, but their released time activities shall not be
271 evaluated nor taken into consideration in making personnel decisions.
272
- 273 (f) Employees on released time shall retain all rights and responsibilities as
274 employees but shall not be considered representatives of the University or
275 Board for any activities undertaken on behalf of the UFF Chapter. The UFF
276 Chapter agrees to hold the University and Board harmless for any claims arising
277 from such activities, including the cost of defending against such claims.
278
- 279 (g) Released time shall be used for conducting UFF Chapter business at the
280 University or State level and shall not be used for lobbying, other political
281 representation, or for any activities for which the use of released time is
282 prohibited by State law.
283

284 **A3.5 Summer Released Time.**
285

- 286 (a) The University agrees to provide UFF Chapter with six (6) of released time
287 assignments in increments of .25 FTE over thirteen (13) weeks. No more than
288 one (1) employee per fifteen (15) employees or fraction thereof per
289 department/unit may be designated to receive such released time.
290
- 291 (b) The UFF Chapter shall provide the Board with a list of requested designees no
292 later than April 7th of the academic year proceeding the summer term.
293
- 294 (c) All other provisions contained in A3.4, except A3.4(a) and A3.4(b), shall apply to
295 summer released time.
296

297 **Article 4 RESERVED RIGHTS**
298

299 **A4.1 Policy.** The Board retains and reserves to itself or its designee(s) the rights,
300 powers and authority vested in it, including the right to plan, manage, and control FIU
301 and in all respects carry out the ordinary and customary functions of management.
302
303

304 **A4.2 Limitations.** All such rights, powers and authority are retained by the
305 Board, subject to those limitations agreed to by the parties.
306

307 **Article 5 ACADEMIC FREEDOM AND RESPONSIBILITY**

308

309 **A5.1 Policy.** Florida International University and UFF-FIU affirm the rights and
310 responsibilities of academic freedom, which are rooted in the concept of the
311 University as a community of scholars committed to free inquiry in an atmosphere of
312 tolerance, without fear of censorship or reprisal.

313

314 **A5.2 Academic Freedom.** Academic freedom includes the freedom of an
315 employee to:

316

317

318 (a) Present and discuss all relevant matters, determine pedagogy, and to select
319 instructional materials and determine grades in assigned courses; and

320

321 (b) Pursue all avenues of scholarship, research and creative expression, speak
322 freely on all matters of University governance, and speak, write or act as an
323 individual without institutional discipline or restraint.

324

325 Nothing in this Article will be understood to grant any right to be included on
326 the agenda of any University meeting, except as otherwise provided in this
327 Agreement or by law or University regulation or policy.

328

329

330 **A5.3 Academic Responsibility.** Academic freedom is accompanied by the
331 corresponding responsibility:

332

333 (a) To be forthright and honest in the pursuit and communication of scientific and
334 scholarly knowledge and in the presentation of their work, including evaluation,
335 promotion and/or tenure files;

336

337 (b) To respect students, staff, and colleagues as individuals; treat them in a
338 collegial manner; and avoid any exploitation of such persons for private
339 advantage;

340

341 (c) To respect the integrity of the evaluation process with regard to students, staff,
342 and colleagues, so that it reflects their true merit;

343

344 (d) Not to represent oneself as an institutional representative unless specifically
345 authorized as such, with the understanding that mere identification as an FIU
346 employee or by FIU title or rank shall not be construed as such a
347 representation; and
348

349 (e) To contribute to the orderly and effective functioning of the employee's
350 academic unit (program, department, school, and/or college) and/or the
351 University.
352

353 **A5.4 Administration Responsibilities.** On the part of the administration,
354 Academic Responsibility implies a commitment actively to foster a climate favorable to
355 the responsible exercise of freedom.
356

357 **A5.5 Responsibilities in addition to assigned duties.** In addition to their
358 assigned duties, employees have responsibilities arising from the nature of the
359 educational process. Such responsibilities include, but are not limited to, observing
360 and upholding the ethical standards of their discipline; participating, as appropriate, in
361 the shared system of collegial governance, especially at the department/unit level;
362 respecting the confidential nature of the relationship between professor and student;
363 adhering to their proper role as teachers, researchers, intellectual mentors, and
364 counselors; and conducting themselves in a professional manner in all interactions.

365 **Article 6 NONDISCRIMINATION**

366

367 **A6.1 Statement of Intent.** The Board and the UFF fully support all laws intended
368 to protect and safeguard the rights and opportunities of each employee to work in an
369 environment free from any form of discrimination or harassment. The parties
370 recognize their obligations under federal and State laws, rules, and regulations
371 prohibiting discrimination, and have made clear their support for the concepts of
372 affirmative action and equal employment opportunity. They desire to assure equal
373 employment opportunities within the University and recognize that the purpose of
374 affirmative action is to provide equal opportunity to women, minorities, and other
375 affected groups to achieve equality within the University. The implementation of
376 affirmative action programs will require positive actions that will affect terms and
377 conditions of employment and to this end the parties have, in this Agreement and
378 elsewhere, undertaken programs to ensure equitable opportunities for employees to
379 receive salary adjustments, tenure, successive fixed multi-year appointments,
380 promotion, sabbaticals, and other benefits. This statement of intent is not intended to
381 be subject to Article 10, Grievance Procedure.
382

383 **A6.2 Policy.**

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

391

392 (b) Sexual Harassment.

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

396

397 Unwelcome sexual advances, requests for sexual favors, and other verbal or
398 physical conduct of a sexual nature constitute sexual harassment when (1)
399 submission to such conduct is made either explicitly or implicitly a term or
400 condition of an individual's employment, (2) submission to or rejection of such
401 conduct by an individual is used as the basis for employment decisions affecting
402 such individual, or (3) such conduct has the purpose or effect of unreasonably
403 interfering with an individual's work performance or creating an intimidating,
404 hostile, or offensive working environment.

405

406 (2) In addition to the parties' concern with respect to sexual harassment in the
407 employment context, the parties also recognize the potential for this form of illegal
408 discrimination against students. Relationships between employees and students,
409 even if consensual, may become exploitative, and especially so when a student's
410 academic work, residential life, or athletic endeavors are supervised or evaluated by
411 the employee (see A5.3).
412

413 (3) Investigation of Charges of Discrimination. Charges of discrimination, including those
414 filed by employees against students alleging unwelcome sexual advances, requests
415 for sexual favors, or other verbal or physical conduct of a sexual nature that
416 constitutes sexual harassment, shall be promptly reviewed/investigated according to
417 established University procedures. No employee reviewed/investigated under such
418 procedures shall be disciplined until such review is complete and a finding of
419 discrimination has been issued.
420

421 If after the completion of the review/investigation, any finding of discrimination is
422 made, a record of the complete findings will be placed in the employee's evaluation
423 file. If no finding of discrimination on any charge or complaint is made, no record of
424 the charge or complaint will be placed in the employee's evaluation file unless the
425 employee requests in writing that a record of the complete review/investigation be
426 placed in the evaluation file.
427

428 **A6.3 Access to Documents.** No employee shall be refused a request to inspect
429 and copy documents relating to the employee's claim of discrimination, except for
430 records which are exempt from the provisions of the Public Records Act, Chapter 119,
431 Florida Statutes, provided, however, that the University may charge for copies of
432 documents in accordance with law, rule, University procedures, and this Agreement.
433

434 **A6.4 Consultation.** As part of the consultation process described in Article 2, the
435 parties agree to discuss efforts made to appoint and retain women and minority
436 employees.
437

438 **A6.5 Grievance Procedure.** Claims of such discrimination by the University may
439 be presented as grievances pursuant to the Article on Grievance Procedure. It is the
440 intent of the parties that matters which may be presented as grievances under the
441 Article on Grievance Procedure, be so presented and resolved thereunder instead of
442 using other procedures. The UFF agrees not to process cases arising under this Article
443 when alternate procedures to the Article on Grievance Procedure are initiated by the
444 grievant, except as specifically provided for in the Article on Grievance Procedure.
445

446 **Article 7 MINUTES, RULES, AND BUDGETS**

447

448 **A7.1 Board Documents.**

449 (a) The Board shall ensure that the following documents are made available in an
450 easily accessible location on the University web site:

451

452 (1) copies of this Agreement and all supplements to the Agreement, consistent with the
453 provisions of this Agreement.

454 (2) the University's operating budget, including the previous year's expenditure analysis.

455

456 (b) The Board shall also provide the UFF-FIU an annual in-unit faculty salary
457 increase report by July 30.

458

459 **Article 8 LAYOFF AND RECALL**

460

461 **A8.1 General Statement of Layoff.**

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

471

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

479

480 **A8.2 Reduction.**

481 (a) No tenured employee shall be laid off if there are non-tenured employees in
482 the layoff unit.

483

484 (b) No employee in a non-tenured position in the layoff unit with more than five (5)
485 years of continuous University service shall be laid off if there are any such
486 employees with five (5) years or less service.
487

488 (c) Where employees are equally qualified under (a) or (b), above, those
489 employees will be retained who, in the judgment of the University, will best
490 contribute to the mission and purpose of the institution and the academic
491 needs of the program. The determination of which employees are to be laid off
492 shall be based on the following factors: length of continuous University service;
493 performance evaluation by students, peers, and supervisors; academic training;
494 professional reputation; teaching effectiveness; research record or quality of
495 the creative activity in which the employee may be engaged; service to the
496 profession, community, and public; qualifications to teach courses offered in
497 the unit and relevant standards of accrediting agencies.
498

499 (d) No employee shall be laid off solely for the purpose of creating a vacancy to be
500 filled by an administrator entering the bargaining unit.
501

502 (e) The University shall notify the UFF Chapter in writing in advance regarding the
503 proposed use of adjunct and other non-unit faculty in those departments/units
504 where employees have been laid off. Any such use of adjunct or other non-unit
505 faculty in departments/units where employees have been laid off shall be
506 subject to bargaining.
507

508 **A8.3 Alternative/Equivalent Employment.** The University shall make a
509 reasonable effort to locate appropriate alternate or equivalent employment for laid-
510 off employees within the University and to make known the results of the effort to the
511 person affected.
512

513 **A8.4 Notice.** Employees with three or more years of continuous University
514 service shall be provided at least one (1) year's notice prior to being laid off. Those
515 with less than three years' service shall be provided with at least six (6) months'
516 notice. Employees who have received notice of layoff shall be afforded the recall rights
517 granted under the provisions of this Agreement. Formal written notice of layoff is to
518 be sent by certified mail, return receipt requested, or delivered in person to the
519 employee with written documentation of receipt obtained. The notice shall include
520 effective date of layoff; reason for layoff; a statement of recall rights; a statement of
521 appeal/grievance rights and applicable deadlines for filing; a statement that the
522 employee will receive the FIU Vacancy Listing until the recall period ends or re-
523 employment offer is refused; and a statement that the employee is eligible for
524 consideration for retraining under the provisions of this Agreement for a period of two
525 years following layoff.
526

527 **A8.5 Re-employment/Recall.**
528

529 (a) For a period of two (2) years following layoff an employee who has been laid off
530 and who is not otherwise employed in an equivalent full-time position shall be
531 offered re-employment in the same or similar position at which previously
532 employed at the time of layoff, should an opportunity for such re-employment
533 arise. All persons on the recall list shall regularly be sent the FIU position
534 vacancy announcements. For this purpose, it shall be the employee's
535 responsibility to keep the Division of Human Resources advised of the
536 employee's current address. Any offer of re-employment pursuant to this
537 section must be accepted within fifteen (15) days after the date of the offer,
538 such acceptance to take effect not later than the beginning of the semester
539 immediately following the date the offer was made. In the event such offer of
540 re-employment is not accepted, the employee shall receive no further
541 consideration pursuant to this Article. Employees appointed to a fixed multi-
542 year appointment who are recalled shall be offered re-employment not to
543 exceed the length of their last appointment. The Board shall notify the UFF
544 Chapter when an offer of re-employment is issued.
545

546 (b) **Benefit Restoration.** All benefits to which a faculty member was entitled at the
547 time of layoff shall be restored in full upon re-employment if recalled during the
548 two (2) years following the layoff. An employee who held a tenured status
549 appointment on the date of termination by reason of layoff shall resume the
550 tenured status appointment upon recall. The employee shall receive the same
551 credit for years of service for purposes of layoff as held on the date of layoff.
552

553 **A8.6 Employee Assistance Programs.** Consistent with the University's Employee
554 Assistance Program, employees participating in an employee assistance program who
555 receive a notice of layoff may continue to participate in that program for a period of
556 ninety (90) days following the layoff.
557

558 **A8.7 Limitations.** The provisions of Sections A8.2 through A8.5 of this agreement
559 shall not apply to the following employees.

560 (a) employees who are on "soft money" e.g., contracts and grants, sponsored
561 research funds, and grants and donations trust funds and have less than five (5)
562 years of continuous University service.
563

564 (1) employees who are on "soft money" e.g., contracts and grants, sponsored research
565 funds, and grants and donations trust funds with five (5) or more years of continuous
566 University service shall have ninety (90) days' notice contingent upon funds being
567 available in the contract or grant;
568

569 (b) employees who are appointed for less than one (1) academic year;
570

571 (c) employees who are appointed to a visiting appointment;
572

573 (d) employees who are appointed to a fixed multi-year appointment, who shall be
574 given no less than one hundred eighty (180) days' notice prior to being laid off;
575 and
576

577 (e) employees employed in an auxiliary entity.
578
579

580 **Article 9 TENURE**

581

582 **A9.1 General Statement and Eligibility.**

583 (a) General Statement. The objective of tenure is to build a stronger University
584 through the recognition of the meritorious performance of faculty.
585

586 (b) Eligibility. Assistant Professors, Associate Professors, and Professors unless
587 appointed with the modifier “Visiting”, “Clinical”, or “Professional Practice”)
588 shall be eligible to apply for tenure. Only Associate Professors or Professors
589 may hold tenure, except for employees who were awarded tenure under a
590 previous agreement. The University may designate other positions as tenure-
591 earning and shall notify the employee of such status at the time of initial
592 appointment or, in the case of existing employees, six (6) years prior to the date
593 by which such employees would be required to apply for tenure. Tenure shall
594 be in a department/unit or other appropriate unit.
595

596 **A9.2 Tenure Decision.**

597 (a) An employee shall normally be considered for tenure during the sixth year of
598 continuous service in a tenure-earning position including any prior service
599 credit granted at the time of initial employment. An employee’s written request
600 for early tenure consideration is subject to the Provost's written agreement. An
601 employee shall normally be considered for tenure only once.
602

603 (b) By May 15 of the sixth year of service at the University, an employee eligible for
604 tenure shall either be recommended for tenure by the President or given notice
605 that further employment will not be offered. The President’s recommendation
606 will be submitted for ratification by the Board at its next scheduled meeting,
607 but not later than July 15. If the Board does not award tenure to the employee,
608 the employee shall be given notice that further employment will not be offered.
609 Notice that further employment will not be offered shall include a statement
610 that the employee has seven (7) days to request a statement of the reasons.
611 The employee shall be notified in writing by the President or designee within
612 five (5) days of the Board's ratification of the President's recommendation.
613

614 (c) Upon written request by an employee within seven (7) days of the employee's
615 receipt of notice that further employment will not be offered, the President or
616 Board, as appropriate, shall provide the employee with a written statement of
617 reasons why tenure was not granted. Should an employee elect not to request
618 such a written statement of reasons, the date of the act or omission giving rise
619 to any grievance concerning denial of tenure shall be deemed to be seven (7)
620 days from the date of the employee's receipt of notice that further
621 employment will not be offered. Should an employee request such a written
622 statement of reasons, the date of the act or omission giving rise to any
623 grievance concerning denial of tenure shall be deemed the date of the
624 employee's receipt of a written statement of reasons why tenure was not
625 granted.
626

627 (d) Should an employee elect to tender his or her resignation at any time during
628 the period that the employee's application for tenure is pending, the
629 application will be deemed withdrawn and no further action will be taken on
630 the application.
631

632 **A9.3 Criteria for Tenure.**

633 (a) The decision to award tenure to an employee shall take into account the
634 employee's performance over the entire term of tenure earning service at FIU
635 and shall be based on established criteria specified in writing by the University.
636 The decision shall take into account the following:
637

- 638 (1) annual assignments, annual performance evaluations, and appraisals of the tenure
639 file;
- 640 (2) the needs of the department/unit, college/unit, and University;
- 641 (3) the contributions of the employee to the employee's academic unit (program,
642 department/unit, college/unit); and
- 643 (4) the contributions the employee is expected to make to the institution.
644
645

646 (b) The University shall provide online the criteria for tenure to employees eligible
647 for tenure, and each such employee shall be apprised in writing once each year
648 of the employee's progress toward tenure. The appraisal of the tenure file shall
649 be included as a separate component of the annual evaluation and is intended
650 to provide assistance and counseling to candidates to help them to qualify
651 themselves for tenure. The employee may request, in writing, a meeting with
652 an administrator at the next higher level to discuss concerns regarding the
653 tenure appraisal that were not resolved in previous discussions with the
654 evaluator. Tenure appraisals shall not be the sole basis for a decision
655 concerning tenure for the employee.
656

657 **A9.4** Modification of Criteria

658 (a) Modifying Criteria. The University may modify the criteria for tenure so long as
659 the UFF Chapter President has been notified of the proposed changes and
660 offered an opportunity to discuss such changes in consultation with the Provost
661 or designee.
662

663 Changes in criteria shall not become effective until one (1) year following
664 adoption of the changes, unless mutually agreed to in writing by the UFF
665 Chapter President and the Provost or designee. The date of adoption shall be
666 the date on which the changes are approved by the Provost or designee. Any
667 proposal to develop or modify tenure criteria shall be available for discussion
668 and a vote by the members of the affected departments/units before adoption.
669

670 (b) Effect on Employees. If an employee has at least three (3) years of tenure-
671 earning credit as of the date on which the tenure criteria are adopted under
672 Section A9.4(a) above, the employee shall be evaluated for tenure under the
673 criteria as they existed prior to modification unless the employee notified the
674 University at least thirty (30) days prior to commencement of the tenure
675 consideration that he/she chooses to be evaluated under the newly adopted
676 criteria.
677

678

679 **A9.5 Procedures.**

680 (a) The University shall maintain a set of policies and procedures for the tenure
681 process. Policies on the tenure process must include a poll by secret ballot of
682 the tenured members of the employee's department/unit, in accordance with
683 criteria for voting set out by the employee's department/unit. Prior to the
684 consideration of the employee's candidacy, the employee shall have the right to
685 review the contents of the tenure file and may attach a brief and concise
686 response to any materials therein subject to any department/unit adopted
687 policy limiting the employee's access to external reviewer's letters. It shall be
688 the responsibility of the employee to see that the file is complete.
689

690 (b) If any material is added to the file after the commencement of consideration, a
691 copy shall be sent to the employee within five (5) days (by personal delivery or
692 by mail, return receipt requested). The employee may attach a brief response
693 within five (5) days of their receipt of the added material. The file shall not be
694 forwarded until either the employee submits a response or until the second five
695 (5) day period expires, whichever occurs first. The only documents that may be
696 considered in making a tenure recommendation are those contained or
697 referenced in the tenure file.
698

699 (c) Notwithstanding (a) and (b), each department/unit shall decide by a democratic
700 vote of the tenured and tenure-earning employees and according to that
701 department's/unit's procedures, whether the candidates in its area will have
702 access to the external reviewers' letters. A change in the policy by a new vote
703 shall not become effective until one (1) year following the new vote, unless the
704 employee chooses to have the access to the external letters be subject to the
705 newly adopted policy.
706

707 **A9.6 Other Considerations.**

708 (a) During the period of tenure-earning service, the employee may be issued a
709 notice of non-reappointment.
710

711 (b) Part-time service of an employee employed at least one semester in any twelve
712 (12) month period shall be accumulated. For example, two (2) semesters of
713 half-time service shall be considered one-half year of service toward the period
714 of tenure-earning service.
715

716 (c) Where employees are credited with tenure-earning service at the time of initial
717 appointment, all or a portion of such credit may be withdrawn once by the
718 employee prior to formal application for tenure.
719

720 **A9.7 Other Considerations.**

721 (a) During the period of tenure-earning service, the employee may be issued a
722 notice of non-reappointment.
723

724 (b) Part-time service of an employee employed at least one semester in any twelve
725 (12) month period shall be accumulated. For example, two (2) semesters of
726 half-time service shall be considered one-half year of service toward the period
727 of tenure-earning service.
728

729 (c) Where employees are credited with tenure-earning service at the time of initial
730 appointment, all or a portion of such credit may be withdrawn once by the
731 employee prior to formal application for tenure.
732

733 **A9.8 Transfer of Tenure.**

734 (a) Tenured FIU employees who transfer within FIU and who are employed in the
735 same or similar discipline may transfer their tenure if a vacancy exists and they
736 are offered employment through the normal hiring process. For tenure-earning
737 faculty, the amount of prior FIU service creditable toward tenure within FIU
738 may, by mutual agreement, be all or part of such service.
739

740 (b) When a tenured FIU employee is transferred as a result of a reorganization
741 within the University and is employed in the same or similar discipline in which
742 tenure was granted, the employee's tenure shall be transferred to the new
743 department.
744

745 **A9.9 Tenure upon Appointment.**

746 Tenure may be granted to an employee at the time of initial appointment, upon
747 recommendation of the President and approval by the Board. The President shall
748 consider the recommendation of the Provost and of the department or equivalent unit
749 prior to making their final tenure recommendation to the Board.
750

751 **A9.10 Leave.**
752 Authorized leaves of absence of twenty (20) working days or less shall be credited
753 toward the period of tenure earning service, except by mutual agreement of the
754 employee and the President or designee. Authorized leaves of more than twenty (20)
755 working days may, under the provisions of the BOT-UFF Policy on Leaves, be credited
756 toward the period of tenure-earning service by mutual agreement of the employee
757 and the President or designee.

758
759 **A9.11 Termination/Layoff.**
760 Tenure guarantees annual reappointment for the academic year until voluntary
761 resignation, retirement, removal for just cause or layoff. For the purposes of this
762 Article only, just cause is defined as:

- 763
764 (1) incompetence, or
765 (2) misconduct.

766 **Article 10 GRIEVANCE PROCEDURE AND ARBITRATION**

767
768 **A10.1 Policy/Informal Resolution.** The parties agree that all problems should be
769 resolved, whenever possible, before the filing of a grievance but within the time limits
770 for filing grievances stated elsewhere in this Article and encourage open
771 communications between administrators and employees so that resorting to the
772 formal grievance procedure will not normally be necessary. The parties further
773 encourage the informal resolution of grievances whenever possible. At each step in
774 the grievance process, participants are encouraged to pursue appropriate modes of
775 conflict resolution. The purpose of this Article is to promote a prompt and efficient
776 procedure for the investigation and resolution of grievances. The procedures
777 hereinafter set forth shall be the sole and exclusive method for resolving the
778 grievances of employees as defined herein.

779

780 **A10.2 Resort to Other Procedures and Election of Remedy.**

781 (a) If prior to seeking resolution of a dispute by filing a grievance hereunder or
782 while the grievance proceeding is in progress, an employee requests, in writing,
783 the same remedy of the matter in any other forum, whether administrative
784 (including the Public Employee Relations Commission) or judicial, the University
785 shall have no obligation to entertain or proceed further with the matter
786 pursuant to this grievance procedure. As an exception to this provision, a
787 grievant may file an EEOC charge while the grievance is in progress when such
788 filing becomes necessary to meet federal filing deadlines pursuant to 42 U.S.C.
789 Section 2000e et seq. Further, since the parties do not intend that this
790 grievance procedure be a device for appellate review, the President's response
791 to a recommendation of a hearing officer or other individual or group having
792 appropriate jurisdiction in any other procedure shall not be an act or omission
793 giving rise to a grievance under this procedure.
794

795 (b) The filing of a grievance constitutes a waiver of any rights to judicial review of
796 agency action pursuant to Chapter 120, Florida Statutes, or to the review of
797 such actions under University procedures that may otherwise be available to
798 address such matters. For rights or benefits that are provided exclusively by this
799 Agreement, this grievance procedure shall be the sole review mechanism. Only
800 those acts or omissions and sections of the Agreement identified at the initial
801 filing may be considered at subsequent steps.
802

803 **A10.3 Definitions and Forms. As used in this Article:**

804 (a) The term "grievance" shall mean a dispute concerning the interpretation or
805 application of a specific term or provision of this Agreement, subject to those
806 exclusions appearing in other Articles of this Agreement. A grievance shall be
807 filed on a form attached as Appendix C to this Agreement.
808

809 (b) The term "grievant" shall mean an employee or group of employees who
810 has/have filed a grievance in a dispute over a provision of this Agreement which
811 confers rights upon the employee(s). The UFF may file a grievance in a dispute
812 over a provision of this Agreement that confers rights upon a group of
813 employees or the UFF. The parties may agree to consolidate grievances of a
814 similar nature to expedite the review process. In a consolidated grievance, one
815 appropriate Form may be attached, bearing the signatures of the grievants.
816

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

824
825 (d) The term "days" shall mean calendar days.
826

827 **A10.4 Burden of Proof.** In all grievances except disciplinary grievances arising
828 from the terms of this Agreement, the burden of proof shall be on the employee. In
829 disciplinary grievances arising from the terms of this Agreement, the burden of proof
830 shall be on the University.
831

832 **A10.5 Representation.** The UFF shall have the exclusive right to represent any
833 employee in a grievance filed hereunder unless an employee elects self-representation
834 or to be represented by legal counsel. If an employee elects not to be represented by
835 the UFF, the University shall promptly inform the UFF in writing of the grievance. No
836 resolution of any individually processed grievance shall be inconsistent with the terms
837 of this Agreement or any BOT-UFF Policy, and for this purpose, the UFF shall have the
838 right to have an observer present at all meetings called for the purpose of discussing
839 such grievance and shall be sent copies of all decisions at the same time as they are
840 sent to the other parties.
841

842 **A10.6 Grievance Representatives.** The UFF shall annually furnish to the
843 University a list of all persons authorized to act as grievance representatives and shall
844 update the list as needed. The UFF grievance representative shall have the
845 responsibility to meet all classes, office hours, and other duties and responsibilities
846 incidental to the assigned workload. Some of these activities are scheduled to be
847 performed at particular times. Such representative shall have the right during times
848 outside of those hours scheduled for these activities to investigate, consult, and
849 prepare grievance presentations and attend grievance hearings and meetings.
850 However, such investigations and consultations will not interfere with the normal
851 operations of the University. Should any grievance hearings or meetings necessitate
852 rescheduling of assigned duties, the representative may, with the approval of the
853 appropriate administrator, arrange for the fulfillment of such duties. Such approval
854 shall not be unreasonably withheld.
855

856 **A10.7 Appearances.**

857 (a) When an employee participates during scheduled hours in an arbitration
858 proceeding or in a grievance meeting between the grievant, grievant's counsel
859 or UFF representative and the University, that employee's compensation shall
860 neither be reduced nor increased for time spent in those activities.

861
862 (b) Prior to participation in any such proceedings, conferences, or meetings, the
863 employee shall make arrangements acceptable to the appropriate supervisor
864 for the performance of the employee's duties. Approval of such arrangements
865 shall not be unreasonably withheld. Time spent in such activities outside
866 scheduled hours shall not be counted as time worked.

867

868 **A10.8 Formal Grievance Procedure.**

869

870 (a) Filing.

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

878

879 (2) The filing of a grievance constitutes a waiver of any rights to judicial review of agency
880 action pursuant to Chapter 120, Florida Statutes, or to the review of such actions
881 under University procedures which may otherwise be available to address such
882 matters.

883

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

890

891 (b) Time Limits. All time limits in this Article may be extended by mutual agreement
892 of the parties in writing. Mutual agreement may be evidenced by e-mail
893 exchanges. If the University fails to provide a Step 2 decision within the time
894 limits provided in this Article due to a University-caused delay, the University
895 shall pay all costs of arbitration should the UFF elect to take the grievance to
896 arbitration. Upon the failure of the grievant or the UFF, where appropriate, to
897 file an appeal within the time limits provided in this Article, the grievance shall
898 be deemed to have been resolved at the prior step. The "end of the day" shall
899 mean 5 PM. The date of receipt shall not be included in the count of days.
900 Compliance with any time limit under this Article shall be determined by the
901 date- stamped receipt executed by the office receiving the grievance or the
902 decision, or by the date of the mailing as indicated by the postmark.
903

904 (c) Step 1. All grievances shall be placed in informal resolution status for forty-five
905 (45) days unless both the University and UFF agree otherwise. During the
906 informal resolution period, efforts to resolve the grievance informally shall be
907 made. Upon request of the grievant or grievant's representative, the University
908 representative shall, during the informal resolution period, arrange an informal
909 meeting between the appropriate administrator and the grievant. The grievant
910 shall have the right to representation by the UFF or legal counsel during
911 attempts at informal resolution of the grievance. Any party bringing legal
912 counsel to the informal meeting shall provide at least five (5) days advance
913 written notice to all other parties. If the grievance is not satisfactorily resolved
914 during the informal resolution period, the grievant may give written notice to
915 the President or designee requesting Step 2 review within thirty (30) days from
916 the expiration of the Step 1 period. If the grievant does not request a Step 2
917 review within thirty (30) days from the expiration of the initial informal
918 resolution period or any extension of that period, the grievance shall be
919 deemed informally resolved and shall not be processed further.
920

921 (d) Step 2

922 (1) Meeting. The President or designee and the grievant and/or grievant's
923 representative shall meet no sooner than ten (10) days and no later than thirty (30)
924 days following receipt of the grievant's request for a Step 2 meeting. At the Step 2
925 meeting, the grievant shall have the right to present any evidence in support of the
926 grievance, and the grievant and/or the grievant's representative and the President or
927 designee shall discuss the grievance. Any party bringing legal counsel to the Step 2
928 meeting shall provide at least five (5) days advance written notice to all other
929 parties.
930

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

936
937 (3) Documents. The President or designee shall make available to the grievant or the
938 grievant's representative all documentation referenced in the Step 2 decision prior
939 to its issuance. All documents referred to in the Step 2 decision and any additional
940 documents presented by the grievant shall be attached to the decision, together
941 with a list of these documents. In advance of the Step 2 meeting, the grievant shall
942 have the right, upon written request, to a copy of any identifiable documents
943 relevant to the grievance.

944

945 (e) Step 3. Arbitration

946 (1) Filing. If the grievance has not been satisfactorily resolved at Step 2, UFF-FIU may,
947 upon the request of the grievant, proceed to arbitration by filing a written notice to
948 do so. Notice of intent to proceed to arbitration must be filed with the President or
949 designee within forty-five (45) days after receipt of the Step 2 decision by the
950 grievant's Step 2 representative and shall be signed by the grievant and UFF-FIU
951 President or designee. The grievance may be withdrawn by the grievant or by the
952 UFF-FIU President or designee at any point prior to issuance of the arbitrator's
953 decision. The parties shall stipulate to the issue(s) prior to the arbitration. In the
954 event a stipulation is not reached, the parties shall proceed to a hearing on
955 arbitrability.

956

957 (2) Selection of Arbitrator.

958 a. Representatives of the University and the UFF-FIU shall meet within ninety (90)
959 days after the execution of this Agreement for the purpose of selecting a
960 permanent Arbitration Panel of five (5) members. Each party will propose five (5)
961 arbitrators. From this list of ten (10) names, the parties will alternately strike names
962 until a permanent panel of five (5) arbitrators has been selected. The right of the
963 first choice to strike from the list shall be determined by a flip of a coin. Arbitrators
964 will be asked to serve on a rotational basis, the sequence to be determined by lot.

965

966 b. If at any time the number of arbitrators willing to serve on the panel falls below five
967 (5), UFF-FIU and the University will each submit an additional five names and the
968 striking procedure described above shall be used to bring the total in the panel to
969 five (5).

970

971 c. The parties may mutually select as an arbitrator an individual who is not a member
972 of the panel. The hearing by the arbitrator shall be held within sixty (60) days
973 following the selection of the arbitrator.
974

975 (3) Authority of the Arbitrator.

976 a. The arbitrator shall neither add to, subtract from, modify, ignore, nor alter the
977 terms or provisions of this Agreement. Arbitration shall be confined solely to the
978 application and/or interpretation of this Agreement and the precise issue(s)
979 submitted for arbitration. The arbitrator shall refrain from issuing any statement of
980 opinion or conclusions not essential to the determination of the issues submitted.
981

982 b. Where an administrator has made a judgment involving the exercise of discretion,
983 such as decisions regarding tenure, the arbitrator shall not substitute the
984 arbitrator's judgment for that of the administrator. Nor shall the arbitrator review
985 such decision except for the purpose of determining whether the decision has
986 violated this Agreement. If the arbitrator determines that the Agreement has been
987 violated, the arbitrator shall direct the University to take appropriate action. The
988 arbitrator may award back salary where the arbitrator determines that the
989 employee is not receiving the appropriate salary from the University, but the
990 arbitrator may not award other monetary damages or penalties. If notice that
991 further employment will not be offered is not given on time, the arbitrator may
992 direct the University to renew the appointment only upon a finding that no other
993 remedy is adequate and that the notice was given so late that (a) the employee
994 was deprived of a reasonable opportunity to seek other employment, or (b) the
995 employee actually rejected an offer of comparable employment that the employee
996 otherwise would have accepted.
997

998 c. An arbitrator's decision awarding employment beyond the sixth year shall not
999 entitle the employee to tenure. In such cases the employee shall serve during the
1000 seventh year without further right to notice that the employee will not be offered
1001 employment thereafter. If an employee is reappointed at the direction of an
1002 arbitrator, the President or designee may reassign the employee during such
1003 reappointment.
1004

1005 (4) Arbitrability. Issues of arbitrability shall be bifurcated from the substantive issue(s)
1006 and, whenever possible, determined by means of a hearing conducted by
1007 conference call. The arbitrator shall have ten (10) days from the hearing to render a
1008 decision on arbitrability. If the issue is judged to be arbitrable, an arbitrator shall
1009 then be selected to hear the substantive issue(s) in accordance with the provisions of
1010 this Agreement.
1011

- 1012 (5) Conduct of Hearing. The arbitrator shall hold the hearing in Miami-Dade County,
1013 unless otherwise agreed by the parties. The hearing shall commence within twenty-
1014 five (25) days of the arbitrator's acceptance of selection, or as soon thereafter as is
1015 practicable, and the arbitrator shall issue the decision within thirty (30) days of the
1016 close of the hearing or the submission of briefs, whichever is later, unless additional
1017 time is agreed to by the parties. The decision shall be in writing and shall set forth
1018 findings of fact, reasoning, and conclusions on the issues submitted. Except as
1019 expressly specified in this Article, the provisions of the Florida Arbitration Code,
1020 Chapter 682, Florida Statutes, shall not apply. Except as modified by the provisions of
1021 this Agreement, arbitration proceedings shall be conducted in accordance with the
1022 Labor Arbitration Rules and Procedures of the American Arbitration Association and
1023 the Code of Professional Responsibility for Arbitrators of Labor-Management
1024 Disputes of the National Academy of Arbitrators, the American Arbitration
1025 Association, and the Federal Mediation and Conciliation Service.
1026
- 1027 (6) Effect of Decision. The decision or award of the arbitrator shall be final and binding
1028 upon the University, the UFF-FIU, and the grievant, provided that any of the parties
1029 may appeal to an appropriate court of law a decision that was rendered by the
1030 arbitrator acting outside of or beyond the arbitrator's jurisdiction, pursuant to
1031 Florida law.
1032
- 1033 (7) Venue. For purposes of venue in any judicial review of an arbitrator's decision issued
1034 under this Agreement, the parties agree that such an appeal shall be filed in the
1035 courts in Miami-Dade County, Florida, unless both parties specifically agree
1036 otherwise in a particular instance. In an action commenced in Miami-Dade County,
1037 neither the University nor the UFF-FIU will move for a change of venue based upon
1038 the defendant's residence in fact if other than Miami-Dade County.
1039
- 1040 (8) Fees and Expenses. All fees and expenses of the arbitration shall be divided equally
1041 between the parties, unless mutually agreed otherwise. Each party shall bear the
1042 cost of preparing and presenting its own case. The party desiring a transcript of the
1043 arbitration proceedings shall provide written notice to the other party of its intention
1044 to have a transcript of the arbitration made at least one (1) week prior to the date of
1045 the arbitration. The party desiring such transcript shall be responsible for scheduling
1046 a stenographer to record the proceedings. The parties shall share equally the
1047 appearance fee of the stenographer and the cost of obtaining an original transcript
1048 and one copy for the party originally requesting a transcript of the proceedings. The
1049 requesting party shall, at its expense, photocopy the transcript received from the
1050 stenographer and deliver the photocopy to the other party within five days after
1051 receiving the copy of the transcript from the reporter.
1052

1053 (9) Retroactivity. An arbitrator's award may or may not be retroactive as the equities of
1054 each case may demand, but in no case shall an award be retroactive to a date earlier
1055 than the date of the act or omission giving rise to the grievance initially filed in
1056 accordance with this Article.
1057

1058 **A10.9 Filings and Notification.** With the exception of Step 2 decisions, all
1059 documents required or permitted to be issued or filed pursuant to this Article may be
1060 transmitted by fax, United States mail, or any other recognized delivery service (note:
1061 e-mail is not an acceptable form of delivery). Step 2 decisions shall be transmitted to
1062 the grievant's representative(s) by personal delivery with written documentation of
1063 receipt or by certified mail, return receipt requested.
1064

1065 **A10.10 Precedent.** No complaint informally resolved, or grievance resolved at
1066 either Step 1 or 2, shall constitute a precedent for any purpose unless agreed to in
1067 writing by the University or representative and the UFF-FIU acting through its
1068 President or designee.
1069

1070 **A10.11 Processing.**

1071 (a) The filing or pendency of any grievance or arbitration proceedings under this
1072 Article shall not operate to impede, preclude, or delay the University from
1073 taking the action complained of. Reasonable efforts, including the shortening of
1074 time limits when practical, shall be made to conclude the processing of a
1075 grievance prior to the expiration of the grievant's employment, whether by
1076 termination or failure to reappoint. An employee with a pending grievance will
1077 not continue to be compensated beyond the last date of employment.
1078

1079 (b) Nothing shall authorize the University or its representative to refuse
1080 consideration of a grievance on the assertion that it was not timely filed in
1081 accordance with this Article.
1082

1083 **A10.12 Reprisal.** No reprisal of any kind will be made by the University or the UFF-
1084 FIU against any grievant, any witness, any UFF-FIU representative, or any other
1085 participant in the grievance procedure by reason of such participation.
1086

1087 **A10.13 Records.** All written materials pertinent to a grievance shall be filed
1088 separately from the evaluation file of the grievant or witnesses, except (a) at the
1089 request of the complainant or witness that specific materials be included in his or her
1090 own evaluation file, or (b) where the terms of the decision or a settlement direct that
1091 a copy of the decision or settlement agreement be placed in the evaluation file of a
1092 grievant or witness. All decisions or settlement agreements resulting from grievances
1093 processed pursuant to this Article shall specify whether or not a copy of the decision
1094 or settlement agreement is to be placed in the evaluation file(s) of any grievant or
1095 witness.
1096
1097

1098 **Article 11 SALARIES**
1099

1100 **A11.1 Salary Increases**

1101 (a) **2021-2022 One-time Non-recurring Payments.** Effective August 12, 2021, for
1102 the academic year 2021-2022, all eligible employees who were employed prior
1103 to January 1, 2021, and who are continuously employed through August 12,
1104 2021, and are not in receipt of a notice of termination or non-reappointment
1105 shall receive a one-time, nonrecurring payment of two percent (2.00%) of their
1106 base salaries or \$2,000, whichever is greater. This one-time payment does not
1107 have any additional related contingencies.
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(b) **2022-2023 Salary Increases and One-time Non-recurring Payments.**

Pursuant to a wage reopener set forth in the BOT-UFF 2021-2024 Collective Bargaining Agreement, the parties have agreed to the following: Effective August 12, 2022, for the academic year 2022-2023, all eligible employees who were employed prior to January 1, 2022, and who are continuously employed through August 12, 2022, and are not in receipt of a notice of termination or nonreappointment shall receive an increase to their base salary of one and a half percent (1.50%) or \$1,500.00, whichever is greater. All eligible employees are also entitled to a one-time, nonrecurring inflationary relief payment of \$1,500.00. These payments will be made the first full payroll following the parties' ratification.

(c) **2023-2024 Salary Increases and One-time Non-recurring Payments.** Effective

August 12, 2023, for the academic year 2023-2024, all eligible employees who were employed prior to January 1, 2023, and who are continuously employed through August 12, 2023, and are not in receipt of a notice of termination or non-reappointment shall receive an increase to their nine-month base salary of five percent (5.0%) or \$5,000.00, whichever is greater or an increase to their 12 month base salary of five percent (5.0%) or \$6,692.31, whichever is greater and a one-time, nonrecurring inflationary relief payment of \$3,000.00. This salary increase and the nonrecurring inflationary relief payment will be paid the first full pay period following the ratification by both parties.

A11.2 2021-2024 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 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 and department of each employee given an award during the previous academic year and the amount and nature of the award.

1144 **A11.3 2021-2024 Discretionary Awards and Increases.** During the 2021-2022,
1145 the 2022-2023, and the 2023-2024 academic years, the FIU Board of Trustees or
1146 designee may provide additional salary increases and/or one-time awards totaling no
1147 more than one percent (1.0%) of the total employee payroll as of the last full pay
1148 period of the prior academic year. These increases may be provided for market equity
1149 considerations, including verified counteroffers and compression/inversion; increased
1150 duties and responsibilities; special achievements; Summer Faculty Research Awards;
1151 litigation/settlements; and similar special situations. No later than July 30 of each year,
1152 the University shall provide a listing of the distribution of these funds to the local
1153 chapter of UFF-FIU. This list will provide the name and department of the employee
1154 and the date, amount and nature of the award or salary increase during the prior
1155 academic year.
1156

1157 **A11.4 Promotion Increases.** Effective at the beginning of the academic year in
1158 which their promotions are effective, employees shall be awarded promotion
1159 increases as follows:
1160

- 1161 (a) To Assistant University Librarian an eleven percent (11%) increase;
1162
- 1163 (b) To Senior Lecturer, Senior Instructor, Research Associate Professor, Associate
1164 University Librarian, Associate Teaching Professor, or Associate Professor, a
1165 twelve percent (12%) increase;
1166
- 1167 (c) To University Lecturer, University Instructor, Research Professor, University
1168 Librarian, Teaching Professor, or Professor, a fourteen percent (14%) increase.
1169

1170
1171
1172 **A11.5 Notification to Employees.** All employees shall receive notice of their
1173 salary increases on the Salary Increase Notification Form attached as an Appendix to
1174 this Agreement not later than two weeks prior to implementation of the salary
1175 increases described in this article. Upon request, an employee shall have the
1176 opportunity to consult with the person or committee that makes the initial
1177 recommendation for salary increases.
1178

1179 **A11.6 Contract and Grant-Funded Employees.**

1180 (a) Employees on grants or contracts shall receive salary increases equivalent to
1181 similar employees on regular funding, provided that such salary increases are
1182 permitted by the terms of the contract or grant, and adequate funds are
1183 available for this purpose in the grant or contract. In the event such salary
1184 increases are not permitted by the terms of the contract or grant, or in the
1185 event adequate funds are not provided, the President or representative shall
1186 seek to have the contract or grant modified to permit such increases.
1187

1188 (b) Nothing contained herein shall prevent employees whose salaries are funded
1189 by grant agencies from being allotted raises higher than those provided in this
1190 Agreement.
1191

1192 **A11.7 Report to UFF.** Except as otherwise provided in this Article 11, no later
1193 than 30 days after any increases or bonuses are implemented, the University shall
1194 make available to the local chapter of the UFF-FIU, in machine-readable format,
1195 accurately by category, all increases provided pursuant to this Article, showing for
1196 each employee the employee's department, rank, gender, the base salary prior to the
1197 increase, the amount of the salary increase or merit bonus provided and the base
1198 salary after the salary increase.
1199

1200 **A11.8 Type of Payment.**

1201 (a) For the academic year, duties and responsibilities assigned by the University to
1202 an employee that do not exceed the available established FTE for the position
1203 shall be compensated through the payment of Salary, not by OPS.
1204

1205 (b) For the academic year, duties and responsibilities assigned by the University to
1206 an employee that are in addition to the available established FTE for the
1207 position shall be compensated through OPS and not Salary.
1208

1209 **A11.9 Grievability.** The only issues to be addressed in a grievance filed pursuant
1210 to the Article on Grievance Procedure alleging violation of this Article are whether
1211 there is unlawful discrimination under Article 6, or whether there is an arbitrary and
1212 capricious application of the provisions of one or more sections of this Article.
1213

1214 **A11.10 Eligibility.** Except as otherwise specified in this Article, an “eligible
1215 employee” for the purposes of this Article shall be defined as an employee who has
1216 received at least a satisfactory rating overall on his or her most recent annual
1217 evaluation. Where no evaluation was given for assigned responsibilities, performance
1218 shall be presumed to have been at least satisfactory overall. Employees on paid or
1219 unpaid leave who have not had assigned responsibilities during all or part of the
1220 previous Academic Year shall be presumed to have been at least satisfactory overall
1221 for purposes of qualifying as an “eligible employee” for purposes of this Article.
1222

1223 **A11.11 Distinguished University Professor.** The Provost shall designate up to five
1224 Distinguished University Professors each year and the individuals selected will each
1225 receive a \$5,000 base salary adjustment as part of the annual salary increase process
1226 in the academic year following their selection as Distinguished University Professors.
1227 The Provost, in accordance with the university governance process and subject to
1228 consultation with UFFFIU, shall determine the criteria and procedures.
1229

1230 **A11.12 Minimum Salaries**

1231 (a) Eligibility for non-visiting faculty: Full-time faculty who are covered by this
1232 collective bargaining agreement; who were employed prior to January 1, 2021;
1233 who are continuously employed through August 12, 2021; who are not in
1234 receipt of a notice of termination or non-reappointment; and who do not carry
1235 the designation of "Research" or "Visiting" faculty shall receive a base 9-month
1236 equivalent salary not less than the amounts described below:

1237 (1) Year 1: Effective on the faculty contract date for the 2021-2022 academic year, the
1238 minimum base 9-month equivalent salary for eligible employees holding a master's
1239 degree or equivalent shall be \$53,000.00 and the minimum base 9-month equivalent
1240 salary for eligible employees holding a doctoral degree or equivalent shall be
1241 \$58,000.00.

1242 (2) Year 2: Effective on the faculty contract date for the 2022-2023 academic year, the
1243 minimum base 9-month equivalent salary for eligible employees holding a master's
1244 degree or equivalent shall be \$55,000.00 and the minimum base 9-month equivalent
1245 salary for eligible employees holding a doctoral degree or equivalent shall be
1246 \$60,000.00.

1247 (b) Eligibility for visiting faculty: Full-time faculty who carry the designation of
1248 "Visiting"; who are covered by this collective bargaining agreement; who were
1249 employed prior to January 1, 2021; who are continuously employed through
1250 August 12, 2021; who are not in receipt of a notice of termination or non-
1251 reappointment; and who do not carry the designation of "Research" faculty
1252 shall receive a base 9-month equivalent salary not less than the amounts
1253 described below:

1254 (1) Year 1: Effective on the faculty contract date for the 2021-2022 academic year, the
1255 minimum base 9-month equivalent salary for eligible visiting employees holding a
1256 master's degree or equivalent shall be \$51,000.00 and the minimum base 9-month
1257 equivalent salary for eligible visiting employees holding a doctoral degree or
1258 equivalent shall be \$56,000.00.

1259 (2) Year 2: Effective on the faculty contract date for the 2022-2023 academic year, the
1260 minimum base 9-month equivalent salary for eligible visiting employees holding a
1261 master's degree or equivalent shall be \$53,000.00 and the minimum base 9-month
1262 equivalent salary for eligible visiting employees holding a doctoral degree or
1263 equivalent shall be \$58,000.00.

1264 (c) No eligible employee shall receive an increase to their base salary in a single
1265 year as set forth in this collective bargaining agreement of an amount greater
1266 than \$5,500.00, except as provided by for processes outside of this section
1267 (e.g., promotion, reclassification from non-tenure track to tenure track,
1268 administrative increments, discretionary awards and increases, etc.).

1269 (d) In year 2, any retention salary increases if applicable, shall be applied first
1270 before any equity adjustment salary increase.

1271

1272 **Article 12 UFF INSURANCE DEDUCTION**

1273 The University agrees to provide one payroll deduction per employee per pay period
1274 for the UFF-FIU voluntary economic services programs. It is understood that all such
1275 programs and deductions will meet requirements of Board rules and regulations and
1276 applicable law. The UFF-FIU shall provide the University with a written report by July
1277 31 of each year regarding any program requiring payroll deduction. This report shall
1278 include the name of the common remitter company, a list of the provider companies
1279 that are to receive remittances, the appropriate contact people for the common
1280 remitter and associated provider companies, and addresses and phone numbers.

1281

1282

1283 **Article 13 PAYROLL DEDUCTION**

1284 Pursuant to the provisions of Section 447.303, Florida Statutes, the Board and the
1285 UFFFIU hereby agree to the following procedure for the deduction and remittance of
1286 the UFFFIU membership dues and other UFF-FIU deductions.

1287

1288 **A13.1 Deductions or Assessments.**

1289 (a) During the term of this Agreement, the Board agrees to deduct the UFF-FIU
1290 membership dues, and uniform assessments, if any, in an amount established
1291 and certified in writing by the UFF-FIU to the Board, and when authorized by an
1292 employee, from the pay of those employees in the bargaining unit who
1293 individually and voluntarily make such request on a written authorization form
1294 as contained in APPENDIX B to this Agreement.

1295

1296 (b) Deductions will be made biweekly beginning with the first full-pay period
1297 commencing at least seven (7) days following receipt of authorization by the
1298 University. The UFF-FIU shall give written notice to the Board of any changes in
1299 its dues and assessments, if any, at least forty-five (45) days prior to the
1300 effective date of any such changes.

1301

1302 **A13.2 Remittance.**

1303 The dues and other authorized deductions shall be remitted by the University to the
1304 UFFFIU State Office on a biweekly basis within thirty (30) days following the end of the
1305 pay period. Accompanying each remittance shall be a list of the employees from
1306 whose salaries such deductions were made and the amounts deducted. This list shall
1307 be provided in machine-readable form.

1308

1309 **A13.3 Termination of Deductions.**

1310 The Board's responsibility for deducting dues and other authorized deductions from
1311 an employee's salary shall terminate automatically upon either: (a) thirty (30) days
1312 written notice from the employee to FIU's Division of Human Resources, and to the
1313 UFF-FIU revoking that employee's prior deduction authorization; or (b) the transfer of
1314 the authorizing employee out of the bargaining unit. Consistent with the provisions of
1315 this Agreement, the University shall notify UFF-FIU when it proposes to reclassify an
1316 employee to a classification which is not contained in the bargaining unit.

1317
1318 **A13.4 Reinstatement of Deduction.**

1319 The University shall reinstate dues deductions for employees who have previously filed
1320 authorization for dues deduction and are subsequently placed in leave without pay
1321 status, or who participate in the Phased Retirement Program, upon commencement of
1322 full- or part-time employment at FIU.

1323
1324 **A13.5 Indemnification.**

1325 The UFF-FIU shall indemnify, defend, and hold the Board, FIU, and their officers,
1326 officials, agents, and employees, harmless against any claim, demand, suit, or liability
1327 (monetary or otherwise), and for all legal costs arising from any action taken or not
1328 taken by FIU, or other officials, agents, and employees in compliance with this Article.
1329 The UFF-FIU shall promptly refund to FIU any funds received in accordance with this
1330 Article which are in excess of the amount of dues and other authorized deductions
1331 which FIU has agreed to deduct.

1332
1333 **A13.6 Exceptions.**

1334 The Board will not deduct any UFF-FIU fines, penalties, or special assessments from
1335 the pay of any employee, nor is the Board obligated to provide more than one payroll
1336 deduction field for the purpose of making the deductions described in this Article.

1337
1338 **A13.7 Termination of Agreement.**

1339 The Board's responsibilities under this Article shall terminate automatically upon (1)
1340 decertification of the UFF-FIU or the suspension or revocation of its certification by the
1341 Florida Public Employees Relations Commission, or (2) revocation of the UFF-FIU's
1342 deduction privilege by the Florida Public Employees Relations Commission.

1343
1344
1345 **Article 14 MAINTENANCE OF BENEFITS**

1346

1347 The reorganization of higher education in the State of Florida resulted in the legislative
1348 abolition of the Board of Regents and the creation of the Florida International
1349 University Board of Trustees as the public employer. Tenure status, rank, earned
1350 benefits, years of service, history of assignments and record of evaluations that an
1351 employee had at the University prior to the creation of the Florida International
1352 University Board of Trustees shall be recognized, credited or used, as applicable,
1353 unless a specific term or provision agreed to by the Board and the UFF-FIU states
1354 otherwise. No employee may be required to waive the benefits provided by terms
1355 agreed to by the Board and the UFF-FIU. No employee shall, as a result of the
1356 establishment of a level of rights or benefits by an agreement of the Board and the
1357 UFF-FIU, suffer a loss or diminution of any such rights or benefits for which otherwise
1358 eligible.
1359

1360 **Article 15 MISCELLANEOUS PROVISIONS**

1361

1362 **A15.1 No Strike or Lockout.** The Board agrees that there will be no lockout at FIU
1363 during the term of this Agreement. The UFF-FIU agrees that there will be no strike by it
1364 or by any employees during the term of this Agreement.
1365

1366 **A15.2 Effect of Passage of Law.** Any provision of this Agreement or BOT-UFF
1367 Policies appended which is contrary to law, but becomes legal during the term of this
1368 Agreement, shall be reinstated consistent with such legislation.
1369

1370 **A15.3 Legislative Action.** The Board and the UFF-FIU agree that neither will
1371 attempt to influence or support changes in existing statutes or legislation which would
1372 change the terms of this Agreement or BOT-UFF Policies appended.
1373

1374 **A15.4 Venue.** For purposes of venue in any judicial review of an arbitrator's
1375 decision, the parties elect to submit themselves to the jurisdiction of the courts in
1376 Miami-Dade County, Florida. In an action commenced in Miami-Dade County, neither
1377 the Board nor the UFFFIU will move for a change of venue based upon the defendant's
1378 residence in-fact if other than Miami-Dade County.
1379

1380 **A15.5 Copies of the Agreement.** The Board shall provide a machine-readable
1381 copy of the ratified Agreement, appendices and all Supplements to the UFF-FIU.
1382

1383 **A15.6 Class Titles.**

1384 (a) Whenever the University creates a new class, it shall designate such class as
1385 being either within or outside the bargaining unit and shall notify the UFF-FIU
1386 Chapter. Further, if the University revises the specifications of an existing class
1387 so that its bargaining unit designation is changed, it shall notify the UFF-FIU
1388 Chapter of such new designation. Within ten (10) days following such
1389 notification, the UFF-FIU may request a meeting with the University for the
1390 purpose of discussing the designation. If, following such discussion, the UFF-
1391 FIU disagrees with the designation, it may request the Florida Public Employees
1392 Relations Commission to resolve the dispute through unit clarification
1393 proceedings.

1394

1395 (b) An employee may request a review of the appropriateness of the employee's
1396 classification by the appropriate University office. In case of disagreement with
1397 the results of the review, the matter shall be discussed in accordance with
1398 Article 2

1399 CONSULTATION, but shall not be subject to the Article 10 GRIEVANCE
1400 PROCEDURE AND ARBITRATION.

1401

1402 **A15.7 Salary Rate Calculation and Payment.** The biweekly salary rate of
1403 employees serving on twelve (12) month (calendar year) appointments shall be
1404 calculated by dividing the calendar year salary rate by 26.1 pay periods.

1405

1406 **A15.8 Titles and Headings.** The titles of Articles and headings which precede text
1407 are inserted solely for convenience of reference and shall not be deemed to limit or
1408 affect the meaning, construction, or effect of any provision of this Agreement or BOT-
1409 UFF Policies appended.

1410

1411 **A15.9 References to BOT-UFF Policies in the Agreement.** References in this
1412 Agreement to any or all of the appended BOT-UFF Policies shall not have the effect of
1413 rendering the Policy (or Policies) subject to the Article 10 GRIEVANCE PROCEDURE
1414 AND ARBITRATION.

1415

1416 **Article 16 SEVERABILITY**

1417

1418 In the event that any provision of this Agreement (a) is found to be invalid or
1419 unenforceable by final decision of a tribunal of competent jurisdiction, or (b) is
1420 rendered invalid by reason of subsequently enacted legislation, or (c) pursuant to
1421 Section 447.309(3) Florida Statutes, can take effect only upon the amendment of a
1422 law, rule, or regulation and the governmental body having such amendatory powers
1423 fails to take appropriate legislative action, then that provision shall be of no force or
1424 effect, but the remainder of the Agreement shall continue in full force and effect. If a
1425 provision of this Agreement fails for reason (a), (b), or (c), above, the parties shall
1426 enter into immediate negotiations for the purpose of arriving at a mutually satisfactory
1427 replacement for such provision.

1428

1429 **Article 17 AMENDMENT AND DURATION**

1430

1431 **A17.1 Effective Date.** The Agreement and BOT-UFF Policies shall become
1432 effective on the date of ratification by both parties and remain in effect through June
1433 30, 2024. Renegotiations for the agreement term July 1, 2024 through June 30, 2027
1434 shall begin no later than October 1, 2023.

1435

1436 **A1.2 Reopener Negotiations.** For the contract years 2022-2023 and 2023-2024,
1437 the parties have the option to reopen a total combination of five (5) additional
1438 articles/policies selected by each party between both contract years from 2021-2024.
1439 For the contract year 2023-2024, the parties shall reopen and negotiate Article 11.
1440

1441 **A17.2 Amendments.** In the event the Board and the UFF-FIU negotiate a
1442 mutually acceptable amendment to this Agreement or BOT-FIU Policies, such
1443 amendment shall be put in writing and become part of this Agreement or BOT-UFF
1444 Policies upon ratification by both parties.
1445

1446 **Article 18** TOTALITY OF AGREEMENT

1447
1448 **A18.1 Limitations.** The parties acknowledge that during the negotiations which
1449 resulted in the Agreement, the Board and the UFF-FIU had the unlimited right and
1450 opportunity to present demands and proposals with respect to any and all matters
1451 lawfully subject to collective bargaining, and that all of the agreements arrived at
1452 during those negotiations are set forth in this Agreement.
1453

1454 **A18.2 Modifications.** Nothing herein shall preclude the parties from mutually
1455 agreeing to alter, amend, supplement, delete, enlarge, or modify any of the provisions
1456 of this Agreement by written Memorandum of Understanding. Any such mutual
1457 agreements to alter, amend, supplement, delete, enlarge, or modify any of the
1458 provisions of this Agreement shall be in writing.
1459

1460 **Article 19** DEFINITIONS

1461
1462 As used in this Agreement, the term:

- 1463
- 1464 - "Academic year" means a period consisting of a fall and spring semester of
1465 approximately 39 contiguous weeks.
 - 1466
 - 1467 - "Administration" means Florida International University acting through its
1468 President and staff.
 - 1469
 - 1470 - "Auxiliary" means any fund code 331 or 335 work activities, i.e., market
1471 rate, selfsupporting, and/or other continuing education or study abroad programs
1472 or courses.
1473

- 1474 - "Bargaining unit" means those employees, collectively, represented for
1475 collective bargaining purposes by the UFF-FIU pursuant to Florida Public
1476 Employees Relations Commission Certification No. 1463 issued in Commission
1477 Order Number 03E-305, dated February 4, 2004, wherein the Commission
1478 determined the composition of the bargaining unit at FIU.
1479
- 1480 - "Board, "BOT," or "Board of Trustees" means the body established by
1481 Article 9, Section 7 of the Florida Constitution, acting through the President and
1482 staff.
1483
- 1484 - "Break in service" means those absences following which the employee is
1485 treated as a new employee for purposes of computing seniority and years of
1486 service.
1487
- 1488 - "College/unit" means a college or a comparable administrative unit
1489 generally equivalent in size and character to a college.
1490
- 1491 - "Continuous service" means employment uninterrupted by break in service.
1492 For academic year employees (9-month employees), one year of continuous
1493 service is equivalent to the nine (9) month employment period. For 12-month
1494 employees, one (1) year of continuous service is equivalent to the twelve (12)
1495 month employment period.
1496
- 1497 - "Days" means calendar days.
1498
- 1499 - "Domestic partner" means a person of same or opposite sex with whom
1500 you live, to whom you are emotionally committed, with whom you share a primary
1501 residence, and with whom you share joint responsibilities for common welfare and
1502 financial obligations. Additional criteria may be found on the Affidavit of Domestic
1503 Partnership in the appendix.
1504
- 1505 - "Department/unit" means a department or a comparable administrative
1506 unit generally equivalent in size and character to a department, unless provided
1507 otherwise in an express provision of this Agreement.
1508
- 1509 - "Employee" means a member of the bargaining unit.
1510
- 1511 - "Equitable" means fair and reasonable under the circumstances.
1512

- 1513 - "Faculty," "faculty member," or "faculty employee" means a member of the
1514 bargaining unit.
1515
1516 - "Merit Increase Unit" means a unit which consists of employees not
1517 assigned to any existing department/units considered for departmental merit
1518 increases.
1519
1520 - "Months" means calendar months.
1521
1522 - "Number" The singular includes the plural.
1523
1524 - "Principal place of employment" means the campus location or other
1525 University site specified in the employee's letter of offer or notice of change in
1526 appointment.
1527
1528 - "Semester" means one of the two approximately 19.5 week periods which
1529 together constitute the academic year.
1530
1531 - "Supervisor" means an individual identified by the President or designee as
1532 having immediate administrative authority over bargaining unit employees.
1533
1534 - "UFF" means United Faculty of Florida.
1535
1536 - "UFFFIU" means the FIU Chapter of UFF.
1537
1538 - "University", "university" or "FIU" means Florida International University,
1539 acting through the President and staff.
1540
1541 - "Year" means a period of twelve (12) consecutive months for 12-month
1542 faculty or a period of nine (9) consecutive months for 9-month faculty.
1543
1544

1545 APPENDIX A

1546 POSITION CLASSIFICATION IN THE BARGAINING UNIT

1547

1548 INCLUDED:

1549

1550 All full time and regular part-time employees in the following classifications:

1551

1552 9001 - Professor
1553 9002 - Associate Professor
1554 9003 - Assistant Professor
1555 9024 - Teaching Professor
1556 9014 - Associate Teaching Professor
1557 9004 - Assistant Teaching Professor
1558 9024 - University Instructor
1559 9014 - Senior Instructor
1560 9004 - Instructor
1561 9025 - University Lecturer
1562 9015 - Senior Lecturer
1563 9005 - Lecturer
1564 9006 - Graduate Research Professor
1565 9007 - Distinguished Service Professor
1566 9009 - Eminent Scholar
1567 9053 - University Librarian
1568 9054 - Associate University Librarian
1569 9055 - Assistant University Librarian
1570 9056 - Instructor Librarian
1571 9120 - Associate in
1572 9121 - Assistant in
1573 9126 - Program Director
1574 9160 - Scholar/Scientist/Engineer (Research Professor)
1575 9161 - Associate Scholar/Scientist/Engineer (Research Associate Professor)
1576 9162 - Assistant Scholar/Scientist/Engineer (Research Assistant Professor)
1577 9166 - Research Associate
1578 9178 - Instructional Specialist
1579
1580 And employees with the following Administrative Titles: Associate Chair (C2),
1581 Assistant Chair (C3), and some Center Directors (C4) unless otherwise excluded
1582 below.
1583
1584 EXCLUDED:
1585
1586 C1 - Chairpersons
1587 D1E - Executive Deans
1588 D1 - Deans
1589 D2 - Associate Deans
1590 D3 - Assistant Deans
1591 T4 - School Directors

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And, all administrators above them, all administrators who supervise, evaluate and manage annual assignments for in-unit faculty (e.g., some C4 - Center Directors), all employees of the College of Law, all employees of the College of Medicine, chairperson of the faculty senate serving on the board of trustees, faculty ombudsperson, managerial or confidential employees (e.g., a faculty fellow in the provost office), and all other employees of The Board of Trustees of the Florida International University.

1615 APPENDIX B

1616
1617 United Faculty of Florida-Florida International University
1618 UFF Membership and Dues Deduction Authorization Form

1619
1620
1621 NAME (Last, First MI) _____

1622
1623 Panther ID _____ Department
1624 _____

1625
1626 TITLE _____
1627 (ie, Assistant Professor, Professor, Lecturer, Assoc In, University Librarian, Instructor)

1628
1629 CAMPUS LOCATION _____ OFFICE HOURS _____

1630
1631 HOME ADDRESS _____

1632
1633 CITY/STATE _____ ZIP _____

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PHONE: Work _____ Home

E-MAIL _____

I authorize the University Board of Trustees, through the University, to deduct from my pay, starting with the first full pay period commencing not earlier than seven (7) days from the date this authorization is received by the University, membership dues and uniform assessments of the United Faculty of Florida in such amount as may be established from time to time in accordance with the constitution and bylaws of the UFF and certified in writing to the Florida International University Board of Trustees by the UFF, and I direct that the sum or sums so deducted be paid over to the UFF.

Dues payments to UFF are not tax deductible as charitable contributions for Federal income tax purposes. However, they may be tax deductible under other provisions of the Internal Revenue Code.

This authorization shall continue until either (1) revoked by me at any time upon thirty (30) days written notice to the University Personnel Office, or (2) the discontinuance of my status within this bargaining unit for more than two consecutive semesters (i.e. Fall-Spring, Spring-Summer, or Summer-Fall).

Signature (for payroll deduction authorization)

Today's Date _____

Please print, fill out, & give this form to a UFF-FIU Representative or mail to:
United Faculty of Florida-FIU
PC-111
Miami, FL 33199
United Faculty of Florida
UFF-PAC Payroll Deduction Authorization Form

I, authorize Florida International University to deduct from my pay, starting with the first biweekly pay period commencing not earlier than seven days from the date this authorization is received by the University, contributions to the UFF Political Action Committee in the amount of _____ per pay period, and I direct that the sum so deducted be paid over to the UFF.

Contributions to UFF-PAC are not deductible as charitable contributions for Federal income tax purposes. However, they may be tax deductible under other provisions of the Internal Revenue Code.

1676 The above deduction authorization shall continue until either (1) revoked by me at any time
1677 upon thirty days written notice to the University Human Resources Office and to the UFF, or (2)
1678 my transfer or promotion out of this bargaining unit.

1679

1680

1681

1682 Signature of Member Date

1683

1684 Department Panther ID

1685

1686 Effective date if later than above: _____

1687

1688

1689 Return to the United Faculty of Florida-FIU Office, PC 111, Miami, FL 33199

1690 Or to the UFF State Office, 115 North Calhoun Street, Suite 6, Tallahassee, Florida 32301.

1691 Florida International University/United Faculty of Florida

1692

1693

1694 APPENDIX C

1695 GRIEVANCE

1696 Date Received by Provost or Designee:

1697

1698 GRIEVANT STEP 1 GRIEVANCE REPRESENTATIVE

1699 NAME: SCHOOL/COLLEGE:

1700

1701 DEPT : NAME:

1702

1703 MAILING ADDRESS:

1704 OFFICE PHONE: OFFICE PHONE:

1705

1706

1707 GRIEVANCE

1708

1709 Article(s) and section(s) of Agreement allegedly violated:

1710

1711

1712

1713

1714

1715 Statement of grievance (must include date of acts or omissions complained of):

1716

1717

1718

1719

1720

1721

1722

1723

1724 Remedy Sought:

1725

1726

1727

1728

1729 (See page 2 for additional requirements)

1730

1731

1732 AUTHORIZATION

1733

1734 I will be represented in this grievance by: (check one - representative must sign on appropriate

1735 line. If grievant is represented by the UFF or legal counsel, all university communications should

1736 go to the grievant's representative.):

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1766

UFF

Legal Counsel

Myself

I UNDERSTAND AND AGREE THAT BY FILING THIS GRIEVANCE, I WAIVE WHATEVER RIGHTS I MAY HAVE UNDER CHAPTER 120 OF THE FLORIDA STATUTES WITH REGARD TO THE MATTERS I HAVE RAISED HEREIN AND UNDER ALL OTHER UNIVERSITY PROCEDURES WHICH MAY BE AVAILABLE TO ADDRESS THESE MATTERS.

This grievance was filed with the Provost's or Designee's Office on _____ by (check one) mail (certified or registered, restricted delivery, return receipt requested) _____, personal delivery _____, other (specify) _____.

Signature of Grievant

(Grievant must sign prior to Step 2 Meeting if grievance is to be processed.)

Florida International University/United Faculty of Florida

1767 APPENDIX D
1768 REQUEST FOR STEP 2 REVIEW

1769
1770 Date Received by President or Designee:

1771
1772
1773 GRIEVANT STEP 2 GRIEVANCE
1774 REPRESENTATIVE

1775
1776 NAME: NAME:
1777 SCHOOL/COLLEGE: MAILING ADDRESS:
1778 DEPT:
1779 OFFICE PHONE: OFFICE PHONE:

1780
1781
1782 Grievant hereby requests that the President or designee review the Grievance as set forth on
1783 the attached Step 1 Grievance Form and issue a decision providing the remedy sought.

1784
1785 Grievant filed this request for review with the President's or designee's Office on
1786 by (check one) mail (certified or registered, restricted delivery,
1787 return receipt requested) , personal delivery , other (specify) .

1788
1789
1790
1791
1792 Signature of Grievant

1793
1794
1795 I am represented in this grievance by (check one - representative should sign on appropriate
1796 line. If grievant is represented by the UFF or legal counsel, all university communications should
1797 go to the grievant's representative):

1798
1799 UFF
1800
1801 Legal Counsel
1802
1803 Myself

1804
1805 (See page 2 for additional requirements.)
1806 A copy of the Appendix C Grievance form initially filed with the Provost or designee must be
1807 attached to this Request for Step 2 Review at the time of its filing with the President or
1808 designee.

1809

1810 The Step 2 Decision shall be transmitted to Grievant's Step 2 Representative by personal
1811 delivery with written documentation of receipt or by certified mail, return receipt requested.
1812 Copies of this decision shall be sent to Grievant, to the Provost or designee, and to the
1813 President, UFF-FIU, if grievant elected self-representation or representation by legal counsel.
1814 Florida International University/United Faculty of Florida
1815
1816

1817 APPENDIX E

1818

1819 NOTICE OF ARBITRATION

1820

1821

1822 Date of receipt by President or Designee:

1823

1824 The United Faculty of Florida hereby gives notice of its intent to proceed to arbitration in
1825 connection with the decision of the President dated _____ and received by the UFF on
1826 _____ in this grievance of:

1827

1828 NAME:

1829

1830 The following statement of issue(s) before the Arbitrator is proposed:

1831

1832 This notice was filed with the President's or designee's Office on _____ by (check
1833 one): mail (certified or registered, restricted delivery, return receipt requested) ; personal
1834 delivery _____ ; other (specify) _____ .

1835

1836

1837

1838 Signature of UFF President or designee

1839

1840

1841 I hereby authorize UFF to proceed to arbitration with my grievance. I also authorize UFF and the
1842 University to use, during the arbitration proceedings, copies of any materials in my evaluation
1843 file pertinent to this grievance and to furnish copies of the same to the arbitrator.

1844

1845

1846 Signature of Grievant

1847 Florida International University/United Faculty of Florida

1848

1849 APPENDIX F
1850 SALARY INCREASE NOTIFICATION

1851
1852 NAME:
1853 DEPARTMENT:

1854
1855 In accordance with the provisions of the 2021-2024 BOT-UFF Agreement, your salary increase,
1856 effective _____, is:

1857
1858 Salary as of (date) \$

1859
1860
1861 Promotion (date) \$

1862
1863
1864 Retention Increase effective (date) \$

1865
1866
1867 Other (specify), if applicable:

1868
1869 Effective Date: \$

1870
1871 Effective Date: \$

1872
1873 Effective Date: \$

1874
1875
1876 Total Salary effective (date) \$

1877
1878
1879 Biweekly Amount effective (date)

1880
1881 The recommendation for your salary increase was prepared by:
1882 _____ . You may request a meeting to

1883
1884
1885
1886
1887 discuss this increase.
1888 Florida International University/United Faculty of Florida

1889
1890

1891 APPENDIX G

1892 BOT-UFF POLICIES

1893

1894 PREAMBLE TO APPENDIX ON BOT-UFF POLICIES

1895

1896 In accordance with the Agreement between the University and the
1897 United Faculty of Florida – FIU Chapter dated July 26, 2005, the
1898 parties have converted thirteen articles appearing in the BOT-UFF
1899 Collective Bargaining Agreement into the BOT-UFF Policies (“Policies”)
1900 that are contained in this Appendix through collective bargaining
1901 negotiations. These resulting Policies are binding upon the parties and
1902 cannot be changed except by collective bargaining for a term
1903 coextensive with the duration of the BOT-UFF Collective Bargaining
1904 Agreement (“BOT-UFF Agreement”). The Policies shall be enforced
1905 through the Policy on Neutral Internal Resolution of Policy Disputes
1906 that is included in this Appendix.

1907

1908 The parties recognize that during the term of the collective bargaining
1909 agreement, circumstances may require the amendment or
1910 clarification of one or more of the policies found in Appendix G. Under
1911 such circumstances the union is authorized to negotiate and enter
1912 into memoranda of agreement to amend or clarify a policy or policies
1913 contained in Appendix G without having the memorandum or
1914 memoranda ratified by the bargaining unit members.

1915

1916 The Policies in this Appendix are contained herein for information
1917 purposes only and are not made a part of the BOT-UFF Agreement.
1918 The parties agree that the inclusion of these Policies as an Appendix to
1919 the Agreement does not subject the Policies, or any right or benefit
1920 contained therein, to the Article on Grievance Procedure and
1921 Arbitration, of the BOT-UFF Agreement.

1922
1923

1924 **BOT-UFF Policy 1 APPOINTMENT**

1925 **P1.1 Purpose:** To establish policy and procedures governing appointment of applicants
1926 for new and vacant positions and employees

1927

1928 **P1.2 Policy:**

1929 General Statement. The University shall exercise its authority to determine the standards,
1930 qualifications, and criteria so as to fill appointment vacancies in the bargaining unit with
1931 the best possible candidates. In furtherance of this aim, the University shall: (a) advertise
1932 such appointment vacancies; (b) receive applications and screen candidates for such
1933 appointments, and make appointments consistent with such standards, qualifications,
1934 and criteria; and (c) commit to an effort to identify and seek qualified women and
1935 minority candidates for vacancies and new positions.

1936

1937 **P1.3 Procedures:**

1938 **(a) Advertisement of Vacancies.** Bargaining unit vacancies shall be advertised
1939 throughout the University and other venues as determined by the dean/director.
1940 Employees of lower or equivalent ranks, employees who are spouses of
1941 employees, and employees who are local residents shall not, in the hiring process,
1942 be disadvantaged for that reason. All candidates for new and vacant positions shall
1943 be advised of the salaries of employees in the department/unit, or of salaries of
1944 University employees in the same job classification, as appropriate, prior to the
1945 negotiation of the candidate's initial salary. Prior to making the decision to hire a
1946 candidate to fill a bargaining unit vacancy, the appropriate administrator(s) shall
1947 consider recommendations that have resulted from the review of candidates by
1948 employees in the department.

1949

1950 (b) **Initial Appointment.** Upon initial appointment, a bargaining unit employee shall
1951 be issued a letter of offer, signed by the dean/director, citing specific terms and
1952 conditions of employment and his or her initial assignment of responsibilities. The
1953 University may enclose informational addenda, except that such addenda may not
1954 abridge the employee's rights or benefits provided in the BOT-UFF Agreement or
1955 BOT- UFF Policies. All academic year appointments for employees at a University
1956 shall begin on the same date. Two weeks prior to the beginning of classes each
1957 semester, the University shall send to the UFF-FIU Chapter a list of bargaining unit
1958 employees hired since the beginning of the previous semester, showing name;
1959 rank or title; department, college, program or employment unit; salary; and
1960 principal place of employment (campus). The initial letter of offer shall contain the
1961 following elements:

- 1962
- 1963 (1) Date;
 - 1964
 - 1965 (2) Rank and/or Title and bargaining unit appointment status;
 - 1966
 - 1967 (3) Employment unit (e.g., department, college, institute, area, center, etc.);
 - 1968
 - 1969 (4) The length of the appointment and starting date;
 - 1970
 - 1971 (5) Special conditions of employment;
 - 1972
 - 1973 (6) The duties and responsibilities of the employee;
 - 1974
 - 1975 (7) A statement that the position is (1) tenured, (2) non-tenure earning, or (3) tenure-
 - 1976 earning (specifying prior service in another institution to be credited toward tenure), or
 - 1977 (4) a fixed multi-year appointment;
 - 1978
 - 1979 (8) A statement that the employee's acceptance of and/or signature on the letter of offer
 - 1980 shall not be deemed a waiver of the right to process a grievance with respect thereto in
 - 1981 compliance with the BOT-UFF Agreement or a complaint in compliance with the BOT-
 - 1982 UFF Process for Neutral, Internal Resolution of Policy Disputes, as appropriate.
 - 1983
 - 1984 (9) The following statement, if the appointment is not subject to the notice provisions of
 - 1985 the BOT-UFF Policy on Non-reappointment: "Your employment under this appointment
 - 1986 will cease on the date indicated. No further notice of cessation of employment is
 - 1987 required.";
 - 1988

- 1989 (10) A statement that the appointment is subject to the Constitution and laws of the State of
1990 Florida and the United States, the rules of the Board and the University, and the BOT-
1991 UFF Agreement and BOT-UFF Policies;
1992
- 1993 (11) Percent of full-time effort (FTE) assigned;
1994
- 1995 (12) Total Salary rate and administrative salary supplement if appropriate, noting the
1996 biweekly rate of pay for the employment period;
1997
- 1998 (13) The formula by which an annual salary shall be converted to an academic year salary, if
1999 applicable.
2000
- 2001 (14) The statement: "The BOT-UFF Collective Bargaining Agreement prohibits discrimination
2002 against any employee based upon race, color, sex, religious creed, national origin, age,
2003 veteran status, disability, political affiliation, marital status, sexual orientation, gender
2004 identity or employee rights related to union activity as granted under Chapter 447,
2005 Florida Statutes. Claims of such discrimination by the Board or the University may be
2006 presented as grievances pursuant to the Grievance Procedure set forth in the BOT-UFF
2007 Collective Bargaining Agreement."
2008
- 2009 (15) A statement informing the employee of the obligation to report outside activity and
2010 conflict of interest under the provisions of the BOT-UFF Policy on Conflicts of Interest
2011 and Outside Activities; and
2012
- 2013 (16) Principal place of employment.
2014

2015 (c) **Annual Notice of Length of Appointment and Salary.** No later than the receipt
2016 date of the first paycheck of the employee's subsequent annual appointment and
2017 summer appointment, each employee shall receive written notice of the
2018 beginning and ending dates of that appointment and the salary rate at which the
2019 employee is to be paid during that appointment, including the number of pay
2020 periods during the appointment and the employee's biweekly rate of pay.
2021

2022 (d) **Appointments.**

2023 (1) Change in Appointments.

2024 If at any time during the employee's employment at FIU any change is proposed in any
2025 term or condition of the initial appointment contained in the letter of offer, reasonable
2026 advance written notice of each such proposed change must be provided to the
2027 employee. If the proposed change requires notice in accordance with the terms set
2028 forth in any applicable provision of the BOT-UFF Agreement or any applicable BOT-UFF
2029 Policy, the period required for reasonable advance notice shall be as set forth in the
2030 applicable Agreement or Policy.
2031

2032 (2) Summer Appointments.

2033 a) Available supplemental summer appointments shall be offered equitably and as
2034 appropriate to qualified employees, not later than five weeks prior to the beginning of
2035 the appointment, if practicable, in accordance with written criteria. The criteria shall
2036 be made available in each department/unit.
2037

2038 b) Supplemental summer appointments shall be made in accordance with Section
2039 1012.945, Florida Statutes (the "twelve-hour law").
2040

2041 c) Compensation for supplemental summer instructional appointments shall be as
2042 follows:
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2081
- 1) Course sections assigned as part of supplemental summer appointments that are not offered through auxiliary academic programs shall be compensated at 12.5% of the employee's nine-month base salary for each course assigned based on three (3) credit hours courses. Compensation for courses of more or fewer than three (3) credit hours shall be prorated.
 - 2) Course sections assigned as part of a supplemental summer appointment that are offered through auxiliary academic programs shall be compensated at rates established by the respective program.
 - a. These rates shall be set at no less than the fall/spring overload course equivalent for the individual program.
 - b. On a yearly basis, the University will provide the UFF-FIU the complete auxiliary academic course rate schedule by the beginning of Fall semester for current fiscal year.
 - d) 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 be proportionally greater in the summer than in the academic year in recognition of the shorter length of the summer terms.
 - e) The instructional FTE assignment described in P1.3(d)(2)d), 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.

2082 f) The instructional FTE assignment described in P1.3(d)(2)d) above shall include normal
2083 activities related to such an instructional assignment as defined by the
2084 department/unit and the nature of the course, such as office hours, course
2085 preparation, minor curriculum development, lectures, and grading. In addition, during
2086 any summer term (A, B or C) in which an employee has a summer instructional
2087 appointment, the employee may be required to attend no more than two (2) hours of
2088 department/unit or university meetings required for collegial activities of particular
2089 urgency.

2090 (3) Extra Compensation Appointments.

2091 Extra compensation is defined as compensation for any duties (including work activities
2092 previously designated as overload) in excess of a full appointment (1.0 FTE). Available
2093 extra compensation appointments within the University shall be offered equitably and
2094 as appropriate to qualified employees in sufficient time to allow voluntary acceptance
2095 or rejection and are subject to the applicable provisions of the Salary Article in the BOT-
2096 UFF Agreement, except that during the summer term only, duties and responsibilities
2097 assigned by the University to an employee for non-credit generating activities that do
2098 not exceed the available established FTE for the position may be compensated through
2099 OPS, not Salary. Prior approval for extra compensation activity must be obtained from
2100 the employee's immediate supervisor. Twelve-month employees who have been
2101 approved to perform extra compensation activity during the employee's normal
2102 working hours must use accrued vacation leave during the hours of the extra
2103 compensation activity.

2104 (4) Visiting Appointments.

2105 A "visiting" appointment is one made to a person having appropriate professional
2106 qualifications but not expected to be available for more than a limited period, or to a
2107 person in a position which the University does not expect to be available for more than
2108 a limited period. A visiting appointment may be offered in single or multi-year
2109 appointments not to exceed a total of four (4) consecutive years.

2110 (5) Adjunct Appointments.

2111 The use of adjuncts at a University shall, upon the request of the UFF-FIU be a subject
2112 of consultation under the provisions of the BOT-UFF Agreement.

2113 (6) Fixed Multi-Year Appointments

2114 a) Two- to five-year multi-year appointments may be offered for the following:

2115 1) Instructors, Senior Instructors, University Instructors, Lecturers, Senior Lecturers,
2116 and University Lecturers;

2117 2) Assistant Teaching Professors, Associate Teaching Professors, and Teaching
2118 Professors;

2119 3) Non-tenured or non-tenure earning Assistant Librarians, Associate Librarians,
2120 Librarians, Curators and Counselors/Advisors;

2121 4) Scholars/Scientists, Research Associates, and Associate In/Assistant In ;

2122 5) Clinical Faculty;

2123 6) Individuals who have officially retired from FIU and who are at least 55 years of age;

- 2124 7) Tenured employees who decide to give up their tenured status to take advantage of
2125 whatever incentives might be offered by a fixed multi-year appointment;
- 2126 8) Individuals who have held the rank of full professor for at least seven (7) years at an
2127 institution of higher education; and
- 2128 9) Individuals with substantial, highly specialized professional experience who do not
2129 have terminal degrees that would qualify them for tenure-earning positions.
2130
- 2131 b) Employees holding such fixed multi-year appointments may be terminated early under
2132 the provisions of Article 8 Layoff and Recall and under the BOT-UFF Policy on
2133 Disciplinary Action.
2134
- 2135 c) Successive fixed multi-year appointments may be offered to eligible employees hired
2136 pursuant to Section P1.3(d)(6)a), above, as follows:
2137
- 2138 1) Criteria used to determine in which instances to offer successive appointments
2139 include consideration of the basis for the initial fixed multi-year appointment,
2140 evaluation of performance, professional growth, extent and currency of professional
2141 qualifications, contribution to the mission of the department or program, staffing
2142 needs, funding source alternatives, and continuing program considerations. Such
2143 criteria shall be in writing and available to all eligible employees.
2144
- 2145 2) The employee will be advised in the penultimate year of the appointment that to be
2146 considered for a successive fixed multiyear appointment, the employee must submit
2147 a request and written documentation pursuant to written procedures established by
2148 the University. The University shall notify the employee in writing of its decision to
2149 offer or not offer a successive appointment by the beginning of the final year of
2150 the employee's current appointment.
2151
- 2152 (7) Reclassification of an Employee to a Non-Unit Classification. Employees shall be
2153 provided written notice at least thirty (30) days in advance, where practicable, with a
2154 copy to the UFF-FIU Chapter, when the University proposes to reclassify the employee
2155 to a classification which is not contained in the bargaining unit. The employee may
2156 request a review of such action consistent with the provisions of (d)(6)a)15.6(b) and
2157 UFF-FIU Chapter may discuss such action pursuant to Article 2

2158 CONSULTATION.
2159

2160 **BOT-UFF Policy 2 ASSIGNMENT OF RESPONSIBILITIES**

2161 **P2.1 Purpose:** To describe principles and considerations governing assignment of
2162 professional responsibilities for employees.

2163 **P2.2 Policy:**

2164 (a) **Professional Obligations.** An employee's professional obligation comprises both
2165 scheduled and non-scheduled activities. It is a part of the professional
2166 responsibility of employees to carry out their duties in an appropriate manner and
2167 place. For example, while instructional activities, office hours, student advising,
2168 and certain other duties and responsibilities, may be required to be performed at
2169 a specific time and place, other non-scheduled activities are more appropriately
2170 performed in a manner and place determined by the employee in consultation
2171 with their supervisor.
2172

2173 (b) **Annual Assignments.** Prior to the beginning of each year of employment, each
2174 employee shall be apprised in writing of their annual assignment of duties in
2175 teaching, research and other creative activities, public service, and of any other
2176 specific duties assigned for that year. Except for the initial assignment, the person
2177 responsible for making the assignment shall notify the employee prior to making
2178 the final written assignment. The assignment shall be communicated to
2179 employees no later than six (6) weeks in advance of its starting date, if practicable.
2180 Such assignment of responsibilities document shall be signed and dated by both
2181 the employee and the person responsible for making the assignment.
2182

2183 (c) **Considerations in Assignment.**
2184

- 2185 (1) The employee shall be granted, upon written request, a conference with the person
2186 responsible for making the assignment to express concerns regarding:
- 2187 a) the needs of the program or department/unit;
 - 2188 b) the employee's qualifications and experiences, including professional growth and
2189 development and preferences;
 - 2190 c) the character of the assignment, including but not limited to the number of hours of
2191 instruction, the preparation required, whether the employee has taught the course in
2192 the past, the average number of students enrolled in the course in past semesters and
2193 the time required by the course, whether travel to another location is required,
2194 whether the development of instructional technology, online or electronic courses is
2195 required, the number of preparations required, the employee's assignments in other
2196 semesters, the terms and conditions of a contract or grant from which the employee
2197 is compensated, the use of instructional technology, the availability and adequacy of
2198 materials and equipment, secretarial services, student assistants, and other support
2199 services needed to perform the assignments, and any changes which have been made
2200 in the assignment, including those which may have resulted from previous evaluations
2201 of the employee; and
 - 2202 d) the opportunity to fulfill applicable criteria for tenure, promotion, successive fixed
2203 multi-year appointments, and merit salary increases.
 - 2204 e) the assignment in the event that it includes the development of an online course, the
2205 time required to prepare the materials, the aptitude of the employee to deliver the
2206 online course and the support to be provided.
2207
- 2208 (2) If the conference with the person responsible for making the assignment does not
2209 resolve the employee's concerns, the employee shall be granted, upon written request,
2210 an opportunity to discuss those concerns with an administrator at the next higher level.
2211

- 2212 (3) Although the Legislature has described the minimum full academic assignment in terms
2213 of twelve (12) contact hours of instruction or equivalent research/scholarship and
2214 service, the professional obligation undertaken by an employee will ordinarily be
2215 broader than that minimum. In making assignments, the University has the right to
2216 determine the types of duties and responsibilities that comprise the professional
2217 obligation and to determine the mix or relative proportion of effort an employee may
2218 be required to expend on the various components of the obligation. These assignments,
2219 including platform of delivery, shall accord with the written policies and/or procedures
2220 developed by each department/unit and approved by the university ("Differential
2221 Assignment Policies") The employees of each department/unit who are eligible to vote
2222 in department/unit governance shall participate in the development of these policies
2223 and shall recommend implementation by vote of a majority of at least a quorum of
2224 those employees.
- 2225 a) The proposed policies, or revisions thereof, shall be first reviewed at the College level
2226 by the Dean for consistency with College missions and goals and then reviewed by the
2227 Provost or designee to ensure that they are consistent with the mission and goals of
2228 the University and that they comply with the BOT-UFF Agreement and all relevant
2229 University policies.
- 2230 b) If the Provost or designee determines that the recommended policies are not
2231 consistent with the missions and goals of the University, the BOT-UFF Agreement, or
2232 relevant University policies, the proposal shall be referred to the department/unit for
2233 revision with a written statement of reasons for non-approval. Upon final approval of
2234 the Provost or designee, the policies will become effective at the beginning of the next
2235 evaluation period unless otherwise agreed.
- 2236 c) All approved policies, and revisions thereof, shall be kept on file in the
2237 department/unit office and may be placed on the University website for access by
2238 employees and the UFF-FIU chapter. Upon request, employees in each
2239 department/unit shall be provided a copy of that department/unit's current policies
2240 for differential assignment.
2241
- 2242 (4) The University properly has the obligation constantly to monitor and review the size
2243 and number of classes and other activities, to consolidate inappropriately small
2244 offerings, and to reduce inappropriately large classes.
2245
- 2246 (5) No employee's assignment, including the platform of delivery, shall be imposed
2247 arbitrarily or unreasonably. If an employee believes that the assignment has been so
2248 imposed, the employee should proceed to address the matter through the expedited
2249 procedure contained in the Neutral, Internal Resolution of Policy Disputes process.
2250 Other claims of alleged violations of this Policy with respect to an employee's
2251 assignments are subject to the Neutral, Internal Resolution of Policy Disputes process.
2252

2253 (6) Instructional Assignment. The period of an instructional assignment during an academic
2254 year shall not exceed an average of seventy-five (75) days per semester, and the period
2255 for testing, advisement, and other scheduled assignments shall not exceed an average
2256 of ten (10) days per semester. Within each semester, activities referred to above shall
2257 be scheduled during contiguous weeks with the exception of spring break, if any.
2258

2259 (7) Change in Assignment. Should it become necessary to make changes in an employee's
2260 assignment, the person responsible for making the change shall notify the employee
2261 prior to making such change and shall specify such change in writing.

2262 (d) **Equitable Opportunity.** Each employee shall be given assignments that provide equitable
2263 opportunities, in relation to other employees in the same department/unit, to meet the
2264 required criteria for tenure, promotion, successive fixed multi-year appointments, and
2265 merit salary increases.
2266

2267 (1) For the purpose of applying this principle to promotion, assignments shall be
2268 considered over the entire period since the original appointment or since the last
2269 promotion, not solely over the period of a single annual assignment. The period under
2270 consideration at this University shall not be less than four years.
2271

2272 (2) For the purpose of applying this principle to tenure, assignments shall be considered
2273 over the entire period of tenure-earning service and not solely over the period of a
2274 single annual assignment.
2275

2276 (3) If it is determined that an employee was not provided an equitable opportunity for
2277 tenure, as described in this section, the employee may be awarded an additional period
2278 of employment requiring the University to provide the equitable opportunity as
2279 described herein. In ensuing assignments, the Provost or designee must enforce the
2280 decision regarding equitable opportunity.
2281

2282 (e) **Summer Assignment.** The summer instructional assignment, like that for the
2283 academic year, includes normal activities related to such an assignment as defined
2284 by the department/unit and the nature of the course, such as office hours, course
2285 preparation, minor curriculum development, lectures, and grading.

2286 (f) When a summer instructional appointment immediately follows the academic
2287 year appointment, the employee may be assigned reasonable and necessary
2288 noninstructional duties related to the summer instructional appointment prior to
2289 the conclusion of the academic year appointment.

2290 (g) **Place of Employment.**

2291 (1) Principal. Each employee shall be assigned one principal place of employment, as
2292 stated in the initial letter of offer. Where possible, an employee shall be given at
2293 least nine (9) months' notice of a change in principal place of employment. The
2294 employee shall be granted, upon written request, a conference with the person
2295 responsible for making the change to express concerns regarding such change.
2296 Voluntary changes and available new positions within the department shall be
2297 considered prior to involuntary changes.

2298 (2) Secondary. Each employee, where possible, shall be given at least ninety (90)
2299 days written notice of assignment to a secondary place of employment, more
2300 than fifteen (15) miles from the employee's principal place of employment. The
2301 employee shall be granted, upon written request, a conference with the person
2302 responsible for making the change to express concerns regarding such change. If
2303 the assignment to a secondary place of employment is made within a regular full-
2304 time appointment, the supervisor shall make an appropriate adjustment in the
2305 assignment in recognition of time spent traveling to a secondary place of
2306 employment. Necessary travel expenses, including overnight lodging and meals
2307 for all assignments not at the employees' principal place of employment shall be
2308 paid at the State rate and in accordance with the applicable provisions of State
2309 law. In the event the BOT establishes a new campus, center or similar worksite,
2310 either party may request that the provisions of this Policy may be reopened for
2311 further bargaining.

2312 (h) **Teaching Schedule.** Teaching schedules shall be established, if practicable, so that
2313 the time between the beginning of the first assignment and the end of the last for
2314 any one day does not exceed eight (8) hours.

2315 (i) **Resources.**

- 2316 (1) Equipment and Materials. When equipment and materials (e.g., photocopies)
2317 and/or other resources are reasonably required for classes or to perform other
2318 assigned responsibilities there shall be sufficient resources, equipment and
2319 materials to allow the performance of assigned responsibilities and to
2320 accommodate the students assigned to classes. Employees who prepare course
2321 materials for copying at least three (3) working days in advance shall be provided
2322 a reasonable number of photocopies at University expense. The provisions of this
2323 paragraph shall not be subject to Step 3 of the Neutral, Internal Resolution of
2324 Policy Disputes process.
- 2325 (2) Research Space. Employees who require research space for performance of their
2326 assigned responsibilities shall be allocated suitable research space as determined
2327 by the University. Every new employee who is promised research space under
2328 the terms of his or her letter of offer shall be provided space within the time
2329 designated in his or her letter of offer. If occupation of the space is not available
2330 within the agreed upon time, the University will provide monthly progress
2331 reports to the employee, department chair and Dean with expected availability
2332 dates. Employees will be provided at least six (6) months' notice of the need to
2333 vacate assigned research space. Tenure-earning employees will retain allocated
2334 research space for the first three (3) years of tenure eligibility unless another
2335 location is mutually agreed upon.
- 2336 (j) Workweek. Scheduled hours of all assigned duties for all employees shall not
2337 normally exceed forty (40) hours per week. Time shall be allowed within the
2338 normal working day for research, teaching, or other activities required of the
2339 employee, when a part of the assigned duties. The BOT-UFF Policy on Leaves shall
2340 govern schedule adjustment for holiday assignment.
- 2341 (k) Instructional Technology.
- 2342 (1) Given the potential of continued growth and emphasis on courses utilizing
2343 instructional technology, it is recognized that special considerations in
2344 assignment may be necessary, including, but not limited to,
- 2345 a) compensation enhancement and/or adjustment of assignment;
2346 b) availability of support services, including instructional design support;
2347 c) training and development; and
2348 d) necessary equipment.
2349

- 2350 (2) Online Courses.
- 2351 a) Definition of an Online Course. For purposes of this Policy, a course is
2352 considered online when at least 80% of the class meetings that would be held
2353 for a standard classroom course are replaced by online activities. The parties
2354 recognize that employee effort spent in the development of online course
2355 materials and in providing online instruction may be greater than that
2356 associated with similar face-to-face courses and should be taken into
2357 consideration, as appropriate, in determining compensation and assignment.
- 2358 b) Faculty who are assigned an online course shall receive University support in
2359 creating and facilitating that course. For the purpose of this subsection only,
2360 "University support" shall mean:
- 2361 1) Access to and use of readily available technology (i.e., laptops, video/audio
2362 recording) and information technology support
 - 2363 2) FIU Online instructional design services (i.e., Course design and pedagogical
2364 consultation, best practice recommendations, capacity building, course formatting
2365 and maintenance support)
 - 2366 3) Access to FIU Online training and development opportunities
 - 2367 4) Any support related to structural course requirements as determined by the Board
2368 of Governors, Board of Trustees, or relevant accrediting agencies
- 2369 c) For purposes of this subsection only, the term "appreciable University support" shall
2370 mean the use of special services such as the FIU online instructional design services,
2371 equipment, or facilities provided by the University beyond those outlined in b). for the
2372 preparation of online course materials. No faculty member shall be compelled to use
2373 appreciable University support in their online instruction, and all faculty must
2374 positively affirm their use of appreciable support
2375
- 2376 1) Online Course Rights and Releases Without Extra Compensation or Course Release.
2377 Employees who develop or substantially revise instructional materials for an online
2378 course without extra compensation, course release or without appreciable
2379 University support maintain full ownership of those online courses. Employees who
2380 develop or substantially revise instructional materials for an online course without
2381 extra compensation or course release, but with appreciable University maintain full
2382 ownership of those online courses, but grants FIU a limited three-year non-exclusive
2383 license to allow others to use such course materials to teach an online section of the
2384 same course.
2385

- 2386 2) Online Course Rights and Releases With Extra Compensation or Course Release
2387 Employees who develop or substantially revise instructional materials for an online
2388 course with extra compensation, either a three-credit-hour course release or
2389 compensation of \$500 per credit hour at the discretion of the Supervisor, maintain
2390 ownership of the instructional content of the online course, but FIU maintains
2391 ownership of the technical design of the online course and has a limited non-
2392 exclusive license to allow others the use of some or all of such course materials to
2393 teach an online section of the same course for a period of three (3) years.
2394
- 2395 3) Use of Online Instructional Materials
2396 Except for the use permitted in paragraph 10 of the BOT-UFF Policy on the
2397 Assignment of Responsibilities, no employee teaching an online course shall be
2398 required as a condition of teaching that course to allow the copying, distribution,
2399 public performance or display of the employee's instructional materials or the
2400 creation of derivative works based on the employee's instructional materials. FIU
2401 shall use reasonable efforts to prevent the unauthorized copying, distribution,
2402 performance or display of the employee's instructional materials or the creation of
2403 derivative works based on the employee's instructional materials through such
2404 means as password protection of access to online courses and technologies that
2405 prevent downloading or the retransmission of instructional materials without
2406 authorization under this Article or the employee's express consent.
2407
- 2408 4) Compensation for Online Course Development
2409 Employees who develop or substantially revise instructional materials for an online
2410 course without extra compensation, course release, or without appreciable
2411 University support and has another individual use substantially all of such materials
2412 in a course, will be paid \$500 for each time a section of the course is offered up to a
2413 maximum of \$5,000 per course during the three year limited non-exclusive license
2414 period.
2415
- 2416 d) Assignment percentages and compensation set forth in this paragraph are
2417 based on a three-credit-hour course. Assignment percentages and
2418 compensation for courses of fewer or more than three credit hours shall be
2419 prorated.
2420

2421 e) The parties recognize the need in certain limited circumstances to video
2422 capture lectures for the educational benefit of students. Reasonable efforts will
2423 be made at the time of annual/semester assignment to accommodate
2424 employees who do not wish to have lectures or discussions recorded. If an
2425 employee teaches courses in a room equipped for recording of class lectures
2426 and discussions, the University will make reasonable efforts to ensure that the
2427 recording of the lecture or discussion does not interfere with classroom
2428 instruction. Such efforts will include insuring that equipment used for
2429 recording is unobtrusive and maintained in good working order and that
2430 students in the classroom are informed in advance by the University that
2431 lectures and discussions will be recorded and distributed online. No one who is
2432 not enrolled in the section(s) being recorded will be granted access to recorded
2433 lectures and discussions in that class except as approved by the employee. The
2434 University shall make reasonable efforts to insure that recorded lectures cannot
2435 be downloaded for further distribution. Following the final examination date
2436 published by the University for that Class Section, all student access to recorded
2437 lectures and discussions will be blocked and all recordings will be erased unless
2438 the employee requests a copy for his or her own use. Such recordings shall not
2439 be used to evaluate an employee's teaching unless the employee elects to
2440 submit such recordings as part of the annual evaluation process.
2441 Notwithstanding the recording or distribution of class lectures or discussion
2442 pursuant to this paragraph, the copyright in such instructional material shall
2443 remain the property of the employee. Whether or not lectures and discussions
2444 are recorded and made available to students online, the employee shall have
2445 academic freedom to determine grades, including whether attendance and
2446 participation will be a factor in students' grades.

2447 (l) When an employee is assigned to teach a face-to-face, a hybrid course, or an
2448 online as an overload assignment, being a course for credit in addition to their full
2449 regular assignment, the compensation for the overload assignment will be a
2450 minimum of \$1,000.00 per credit hour for the course.
2451

2452 **BOT-UFF Policy 3** **EMPLOYEE PERFORMANCE EVALUATION**

2453 **P3.1 Purpose:**

2454 To provide the policy and procedures for assessing employee performance and
2455 communicating the results of assessment to the employee and to others using
2456 assessment information in personnel decisions, and further to express the mutual
2457 commitment of the parties to the University's values.

2458 **P3.2 Policy**

2459 **(a)** Annual Evaluations. The purpose of the annual evaluation is to assess and
2460 communicate the nature and extent of an employee's performance of assigned
2461 duties consistent with the criteria specified below in this Policy. Except for those
2462 employees who have received notice of non-reappointment pursuant to the BOT-
2463 UFF Policy on Non-reappointment, every employee shall be evaluated at least
2464 once annually. Personnel decisions shall take such annual evaluations into
2465 account, provided that such decisions need not be based solely on written faculty
2466 performance evaluations.
2467

2468 **(b)** Sustained Performance Evaluations. Tenured faculty members shall receive a
2469 sustained performance evaluation once every seven (7) years following the award
2470 of tenure or their most recent promotion. The purpose of this evaluation is to
2471 document sustained performance during the previous six years of assigned duties
2472 and to evaluate continued professional growth and development.
2473

2474 **(c)** Third-Year Review. Faculty on tenure-earning status shall be reviewed by their
2475 peers during their third year of employment, in accordance with review
2476 procedures developed by each college and approved by the Provost.
2477

2478 P3.3 Procedures:

2479 (a) General.

2480 (1) Sources and Methods of Evaluation. In preparing the annual evaluation, the
2481 person(s) responsible for evaluating the employee may consider, where
2482 appropriate, information from the following sources: immediate supervisor,
2483 peers, students, employee/self, other University officials who have responsibility
2484 for supervision of the employee, and individuals to whom the employee may be
2485 responsible in the course of a service assignment. The teaching evaluation may
2486 not be based primarily on student sources when additional sources have been
2487 made available to the evaluator(s).

2488

2489 (2) Observation/Visitation.

2490 a) Supervisory Observation of Classes in all modalities

2491 The employee, if assigned teaching duties, shall be notified at least two (2)
2492 weeks in advance of the date, time, and place of any direct classroom
2493 observation or visitation made in connection with the employee's annual
2494 evaluation. If the employee determines that this date is not appropriate
2495 because of the scheduled class activities, the employee may suggest a more
2496 appropriate date. Classroom visitation without prior notice, for nonevaluative
2497 purposes, may be made with permission of the employee.

2498 b) Supervisory Access to Canvas Course Shells: Requests to access Canvas shells of
2499 faculty assigned teaching duties must be approved by the faculty. Such requests
2500 and the reason for the requested access must be made in writing at least 2
2501 weeks in advance.

2502

2503 (3) Employee Assistance Programs. Neither the fact of an employee's participation in an
2504 employee assistance program nor information generated by participation in the
2505 program, shall be used as evidence of a performance deficiency within the evaluation
2506 process described in this Policy, except for information relating to the employee's
2507 failure to participate in an employee assistance program consistent with the terms to
2508 which the employee and the University have agreed.

2509

2510 (4) Proficiency in Spoken English. Where applicable, employees must, to be involved in
2511 classroom instruction, be proficient in the oral use of English. No employee shall be
2512 evaluated as deficient in oral English language skills unless proved deficient in
2513 accordance with the appropriate procedures and examinations established by Section
2514 1012.93, Florida Statutes, for testing such deficiency.

2515

- 2516 a) No reference to an alleged deficiency shall appear in the annual evaluation or in the
2517 personnel file of a faculty member who achieves a satisfactory examination score
2518 determining proficiency in oral English ("50" or above on the Test of Spoken English).
2519
- 2520 b) Faculty who score at a specified level on an examination established by law for testing
2521 oral English language skills ("45" on the Test of Spoken English), may continue to be
2522 involved in classroom instruction up to one (1) semester while enrolled in appropriate
2523 English language instruction, as described in paragraph (d) below, provided the
2524 appropriate administrator determines that the quality of instruction will not suffer.
2525 Only such faculty members who demonstrate, on the basis of examinations
2526 established by law that they are no longer deficient in oral English language skills may
2527 be involved in classroom instruction beyond one (1) semester.
2528
- 2529 c) Faculty who score below a minimum score on an examination established by law for
2530 determining proficiency in oral English ("45" on the Test of Spoken English) shall be
2531 assigned appropriate non-classroom duties for the period of oral English language
2532 instruction provided by the University under paragraph (d) below, unless during the
2533 period of instruction the faculty member is found, on the basis of an examination
2534 specified above, to be no longer deficient in oral English language skills. In that
2535 instance, the faculty member will again be eligible for assignment to classroom
2536 instructional duties and shall not be disadvantaged by the fact of having been
2537 determined to be deficient in oral English language skills.
2538
- 2539 d) It is the responsibility of each faculty member who is found, as part of the annual
2540 evaluation, to be deficient in oral English language skills by virtue of scoring below the
2541 satisfactory score on an examination established by law for determining such
2542 proficiency to take appropriate actions to correct these deficiencies. To assist the
2543 faculty member in this endeavor, the University shall provide appropriate oral English
2544 language instruction without cost to such faculty members for a period consistent
2545 with their length of appointment and not to exceed two (2) consecutive semesters.
2546
- 2547 e) If the University determines, as part of the annual evaluation, that one (1) or more
2548 administrations of a test to determine proficiency in oral English language skills is
2549 necessary, in accordance with the law and this section, the University shall pay the
2550 expenses for the first administration of the test. The faculty member shall pay for
2551 additional testing that may be necessary.
2552

2553 **(b) Annual Evaluation Procedures.**

- 2554 (1) Annually, the department chair or supervisor will prepare a written evaluation of all
2555 employees.
2556

2557 (2) The proposed written annual evaluation, including the employee's annual assignment
2558 furnished pursuant to the BOT-UFF Policy on Assignment of Responsibilities, shall be
2559 provided to the nine-month employee within forty-five (45) days after the end of the
2560 academic year for which such evaluation will be made, or in the case of 12-month
2561 employees within 45 days of the end of the 12month period for which the evaluation is
2562 made. The employee shall be offered the opportunity (during the thirty-day (30) period
2563 following receipt of the proposed annual evaluation) to discuss the evaluation with the
2564 evaluator prior to its being finalized and placed in the employee's evaluation file. The
2565 evaluation shall be signed and dated by the person performing the evaluation, and by
2566 the person being evaluated, who may attach a concise comment to the evaluation. A
2567 copy of the evaluation shall be provided to the employee. The employee may request,
2568 in writing a meeting with the administrator at the next higher level to discuss concerns
2569 regarding the evaluation that were not resolved in previous discussions with the
2570 evaluator.
2571

2572 (3) Each University department/unit shall develop and maintain procedures by which to
2573 evaluate each employee according to criteria specified below in this Policy. These
2574 procedures shall include the method for distribution of any merit salary increase funds
2575 provided pursuant to the BOT-UFF Agreement. The employees of each department/unit
2576 who are eligible to vote in department/unit governance shall participate in the
2577 development of these procedures and shall recommend implementation by vote of a
2578 majority of at least a quorum of those employees.
2579

2580 a) The proposed procedures, or revisions thereof, shall be first reviewed at the
2581 College level by the Dean for consistency with College missions and goals and
2582 then reviewed by the Provost or designee to ensure that they are consistent
2583 with the mission and goals of the University and that they comply with the BOT-
2584 UFF Agreement and all relevant University policies.
2585

2586 b) If the Provost or designee determines that the recommended procedures are
2587 not consistent with the missions and goals of the University, the BOT-UFF
2588 Agreement, or relevant University policies, the proposal shall be referred to the
2589 department/unit for revision with a written statement of reasons for non-
2590 approval. No merit salary increase funds shall be provided to a department/unit
2591 until its procedures have been approved by the Provost or designee.
2592

2593 c) All approved procedures, and revisions thereof, shall be kept on file in the
2594 department/unit office and may be placed on the University website for access
2595 by employees and the UFF-FIU chapter. Upon request, employees in each
2596 department/unit shall be provided a copy of that department/unit's current
2597 procedures for annual evaluation and distribution of merit salary increase
2598 funds.
2599

2600 (4) Upon written request from the employee, the persons responsible for supervising and
2601 evaluating an employee shall endeavor to assist the employee in correcting any major
2602 performance deficiencies reflected in the employee's annual evaluation.
2603

2604 (c) Sustained Performance Evaluation Procedures.
2605

2606 (1) The Sustained Performance Evaluation (SPE) program shall provide that:
2607 a) Only elected faculty may participate in the development or amendment of
2608 applicable procedures. Such procedures shall ensure involvement of both peers
2609 and administrators at the department and higher levels in the evaluation and
2610 shall ensure that an employee may attach a concise response to the evaluation;
2611

2612 b) The University shall provide for an appeals process to accommodate instances
2613 when the employee and the supervisor cannot agree upon the elements to be
2614 included in the performance improvement plan; and
2615

2616 c) The proposed procedures for the sustained performance evaluation shall be
2617 available to faculty members and to the UFF-FIU Chapter for review prior to
2618 final approval.
2619

2620 (2) Employee annual evaluations, including the documents contained in the evaluation file,
2621 shall be the sole basis for the sustained performance evaluation. An employee who
2622 received satisfactory annual evaluations during the previous six (6) years shall not be
2623 rated below satisfactory in the sustained performance evaluation nor be subject to a
2624 Performance Improvement Plan.
2625

2626 (3) A Performance Improvement Plan shall be developed only for those employees whose
2627 performance is identified through the Sustained Performance Evaluation as being
2628 consistently below satisfactory in one or more areas of assigned duties. The
2629 Performance Improvement Plan shall be developed by the employee, in concert with
2630 their supervisor, and include specific measurable performance targets and a time
2631 period for achieving the targets. The Performance Improvement Plan shall be approved
2632 by the Dean/Director and the Provost or designee. Specific resources identified in an
2633 approved Performance Improvement Plan shall be provided by the University. The
2634 supervisor shall meet periodically with the employee to review progress toward
2635 meeting the performance targets. It is the responsibility of the employee to attain the
2636 performance targets specified in the Performance Improvement Plan.
2637

2638 (d) Third-Year Review Procedures.

2639 (1) All tenure-earning faculty will be reviewed in their third year of employment. For faculty
2640 hired with two or more years of tenure credit, this review should take place in the
2641 second year of employment.
2642

2643 (2) Each unit/college procedure for third-year review must be approved by a vote of the
2644 majority of tenured and tenure-earning faculty in the department/unit and by the
2645 Provost or designee.
2646

2647 (3) The third-year review will take into consideration the faculty's assignment and annual
2648 evaluations, including student evaluations, and any other information that the
2649 department/unit faculty deem appropriate to be considered and have specified should
2650 be included in department/unit procedures.
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(e) Criteria.

- (1) Annual Evaluation Criteria. All performance evaluations shall be based upon assigned duties, and shall carefully consider the nature of the assignment in terms, where applicable, of:
 - a) Teaching effectiveness, including effectiveness in presenting knowledge, information, and ideas by means or methods such as lecture, discussion, assignment and recitation, demonstration, laboratory exercise, practical experience, supervision of interns, theses, professional projects and/or dissertations, and direct consultation with students. The evaluation shall include consideration of effectiveness in imparting knowledge and skills, and effectiveness in stimulating students' critical thinking and/or creative abilities, the development or revision of curriculum and course structure, and adherence to accepted standards of professional behavior in meeting responsibilities to students. The evaluator may take into account class notes, syllabi, student exams and assignments, and any other materials relevant to the employee's teaching assignment. The teaching evaluation must take into account any relevant materials submitted by the employee, including the results of peer evaluations of teaching, and may not be based solely on student evaluations when this additional information has been made available to the evaluator.
 - b) Contribution to the discovery of new knowledge, development of new educational techniques, and other forms of creative activity. Evidence of research and other creative activity shall include, but not be limited to, published books; articles and papers in professional journals; musical compositions, paintings, sculpture; works of performing art; papers presented at meetings of professional societies; funded grant activities; and research and creative accomplishments that have not yet resulted in publication, display, or performance. The evaluation shall include consideration of the employee's productivity, including the quality and quantity of the employee's research and other creative programs and contributions during the year, as well as recognition by the academic or professional community of what has been done.
 - c) Public service that extends professional or discipline-related contributions to the community, the State, public schools, and/or the national and international community. This public service includes contributions to scholarly and professional organizations, governmental boards, agencies, and commissions that are beneficial to such groups and individuals.

2690 d) Participation in the governance processes of the University through significant
2691 service on committees, councils, and senates, beyond that associated with the
2692 expected responsibility to participate in the governance of the University
2693 through participation in regular departmental or college meetings.
2694

2695 e) Other assigned University duties, such as attending University events, advising,
2696 counseling, and academic administration, or as described in a Position
2697 Description, if any, of the position held by the employee. Other assigned duties
2698 may include entrepreneurial activities that contribute to the further
2699 development of the University with an end result of creating a new venture.
2700 Evidence of entrepreneurial contributions shall include, but not be limited to,
2701 creation of self-supporting centers or institutes, development of multi-
2702 disciplinary research partnerships, and applications of research to
2703 implementations in society.
2704

2705 **BOT-UFF Policy 4 EVALUATION FILE**

2706 **P4.1 Purpose:**

2707 To provide guidelines for the establishment, maintenance and use of employee
2708 evaluation files within the employee's respective academic unit.

2709 **P4.2 Policy:**

2710 (a) General statement. There shall be one (1) evaluation file containing a dated copy of all
2711 documents used in the evaluation process, other than evaluation for tenure, promotion,
2712 and successive fixed multi-year appointments. When evaluations and other personnel
2713 decisions are made, other than for tenure, promotion, and successive fixed multi-year
2714 appointments, the only documents which may be used are those contained in that file.
2715 Such documents shall be placed in the evaluation file within a reasonable time after
2716 receipt by the custodian of the file. The location of the evaluation file will be in the Dean/
2717 Director's office or in the Department Chairperson's office and employees shall be
2718 notified, upon written request, of the location. A copy of the annual evaluation will be
2719 maintained in the Division of Human Resources.
2720

2721 (b) Access. An employee may examine the evaluation file, upon reasonable advance notice,
2722 during the regular business hours of the office in which the file is kept, normally within
2723 the same business day as the employee requests to see it, and under such conditions as
2724 are necessary to ensure its integrity and safekeeping. Upon request, an employee may
2725 paginate with successive whole numbers the materials in the file and may attach a
2726 concise statement in response to any item therein. Upon request, an employee is entitled
2727 to one (1) free copy of any material in the evaluation file. Additional copies may be
2728 obtained by the employee upon the payment of a reasonable fee for photocopying. A
2729 person designated by the employee may examine that employee's evaluation file with
2730 the written authorization of the employee concerned, and subject to the same limitations
2731 on access that are applicable to the employee.
2732

2733 (c) Use of Evaluative Materials.

2734 (1) In the event a complaint is filed, the University, Board, UFF-FIU complaint
2735 representatives (designated by the faculty member), the Panel designated to
2736 hear policy disputes under the BOT-UFF Policy on Neutral, Internal Resolution of
2737 Policy Disputes, and the employee bringing the complaint shall have the right to
2738 use copies of materials from the employee's evaluation file in the complaint
2739 process.
2740

2741 (2) In the event of a grievance arising from the Collective Bargaining Agreement, the
2742 University, Board, UFF-FIU grievance representatives (designated by the faculty
2743 member), the arbitrator and the employee bringing the grievance shall have the
2744 right to use copies of materials from the employee's evaluation file in the
2745 grievance.
2746

2747 (d) Anonymous Material. There shall be no anonymous material in the evaluation file except
2748 for numerical summaries of student evaluations that are part of a regular evaluation
2749 procedure of classroom instruction and/or written comments from students obtained as
2750 part of that regular evaluation procedure. If written comments from students in a course
2751 are included in the evaluation file, all of the comments obtained in the same course must
2752 be included.
2753

2754 (e) Peer Committee Evaluations. Evaluative materials, or summaries thereof, prepared by
2755 peer committees as part of a regular evaluation system, may be placed in an evaluation
2756 file when signed by a representative of the committee.
2757

2758 (f) Removal of Contents. Materials shown to be contrary to fact shall be removed from the
2759 file. This section shall not authorize the removal of materials from the evaluation file
2760 when there is a dispute concerning a matter of judgment or opinion rather than fact.
2761 Materials may also be removed pursuant to the resolution of a grievance arising from the
2762 Collective Bargaining Agreement or of a complaint arising from a BOT-UFF Policy.
2763

2764 (g) Limited Access Information. Information reflecting evaluation of employee performance
2765 shall be available for inspection only by the employee, his or her representative (upon
2766 written authorization from the employee), University and Board officials who use the
2767 information in carrying out their responsibilities, peer committees responsible for
2768 evaluating employee performance, and others engaged by the parties to resolve
2769 disputes, or by others by court order. However, such limited access status shall not apply
2770 to summary data, by course, for the common "core" items contained in student course
2771 evaluations that have been selected as such by the Board or the University and made
2772 available by the University to the public on a regular basis.
2773

2774 (h) Privacy of Social Security Numbers. Generally, University personnel records are public
2775 records and under the Sunshine Law are open for public inspection. However,
2776 employees' social security numbers are not public records. An individual's social security
2777 number must be removed from any record inspected or released in response to a public
2778 records request.
2779
2780
2781

2782 **BOT-UFF Policy 5 ACCESS TO OFFICIAL PERSONNEL RECORDS**

2783

2784 **P5.1 Purpose:**

2785 To establish what constitutes the University's official personnel records and provide
2786 means for individuals to inspect such records.

2787 **P5.2 Policy:**

2788 The official personnel record of each University employee is maintained in the Division of
2789 Human Resources and consists of copies of any action pertaining to employment (such as
2790 changes in salary, disciplinary actions, and annual evaluations). However, the only file
2791 that can be the basis for evaluation of an employee's performance is the Department's
2792 Evaluation File referred to in the Evaluation File Policy.
2793

2794 An employee may examine the official personnel records during the regular business
2795 hours of the Division of Human Resources, upon reasonable advance notice, within a
2796 reasonable amount of time after said notice and under such conditions as are necessary
2797 to ensure their integrity and safekeeping.

2798 An employee may attach a written response to any document existing in their personnel
2799 record. Any document, or portion thereof, found to be contrary to fact shall be removed
2800 from the official personnel record. This section shall not authorize the removal of
2801 materials from the personnel record where there is a dispute concerning a matter of
2802 judgment or opinion rather than fact. Materials may also be removed pursuant to the
2803 resolution of a grievance arising from the Collective Bargaining Agreement or of a
2804 complaint arising from a BOT-UFF Policy.

2805 Generally, University personnel records are public records and under the Sunshine Law
2806 are open for public inspection.

2807 All requests for employee information, including both current and former employees,
2808 should be submitted in writing to the Division of Human Resources for production.

2809 Upon request, an employee is entitled to one (1) free copy of any materials in the
2810 personnel record. Additional copies may be obtained by the employee upon the payment
2811 of a reasonable fee for photocopying.

2812 Employees' social security numbers are not public records. An individual's social security
2813 number must be removed from any record inspected or released in response to a public
2814 records request.

2815 Information reflecting evaluation of faculty performance are limited access records and
2816 shall be available for inspection only by the faculty member, his or her representative
2817 (upon written authorization from the faculty member), University and Board officials who
2818 use the information in carrying out their responsibilities, peer committees responsible for
2819 evaluating employee performance, and others engaged by the parties to resolve
2820 disputes, or by others by court order. However, such limited access status shall not apply
2821 to summary data, by course, for the common "core" items contained in student course
2822 evaluations, which have been selected as such by the Board or the University and made
2823 available by the University to the public on a regular basis.

2824

2825

2826 **BOT-UFF Policy 6** POLICY NON-REAPPOINTMENT

2827

2828 **P6.1** No Property Right. No appointment shall create any right, interest, or expectancy in any
2829 other appointment beyond its specific terms, except as provided in A8.2 and Article 9 of the
2830 BOT-UFF Collective Bargaining Agreement.

2831 **P6.2** Notice.

2832 (a) All employees, except those described in Sections P6.2(b)(1) and (c) below are
2833 entitled to the following written notice that they will not be offered further
2834 appointment:

2835 (1) For employees in their first two (2) years of continuous University service, one
2836 semester (or its equivalent, 19.5 weeks, for employees appointed for more than
2837 an academic year);

2838

2839 (2) For employees with two (2) or more years of continuous University service one
2840 year; or

2841

2842 (3) For non-tenure track faculty members who are not on a fixed multi-year or
2843 visiting appointment the non-reappointment process will be the following.

2844 a) Improvement Year. If a non-tenure track faculty member receives an
2845 "Unsatisfactory" overall rating on their Annual Evaluation, they will be placed
2846 on a Performance Improvement Plan (PIP) shall be required during for the
2847 following year.

2848 1) The PIP will be developed by the faculty member's supervisor in concert with
2849 the faculty member and will be communicated in writing.

2850 2) The PIP will address deficiencies that caused the overall "Unsatisfactory"
2851 rating and identify specific performance goals for the following year that, if
2852 met, will result in at least a "Satisfactory" overall rating on the faculty
2853 member's subsequent Annual Evaluation.

2854 3) The PIP will provide specific performance goals agreed to by the faculty
2855 member, the chair and the dean.

2856 4) The PIP must be developed and agreed to in writing by both the faculty
2857 member and department chair no later than the start of the academic year
2858 following the unsatisfactory evaluation.

2859 5) The PIP will require at least two periodic meetings between the faculty
2860 member and the department chair to review the faculty member's progress.
2861 Written appraisals of the progress will be produced by the department chair
2862 and shared with the faculty member and dean.

2863 b) In the first Annual Performance Evaluation under the PIP, the department chair
2864 will review the faculty member's progress in meeting the performance goals
2865 agreed to in the PIP. If the performance goals have been met, then the PIP is
2866 terminated and the faculty member receives a notice of the successful
2867 completion of the PIP. No other actions are required to address the previous
2868 year's unsatisfactory evaluation.
2869

2870 c) Non-Reappointment. Notice of non-reappointment may be given to nontenure
2871 track faculty members in accordance with P6.2(a)(1) and (2) above only after: 1)
2872 the faculty member has been placed on a PIP for a year; and 2) over the course
2873 of a year of evaluation and consultation, the faculty member has not met the
2874 agreed upon goals of the Performance Improvement Plan; and 3) the faculty
2875 member has received a second consecutive "Unsatisfactory" overall rating on
2876 their Annual Evaluation or three "Unsatisfactory" overall ratings on their Annual
2877 Evaluations over a consecutive five-year period.
2878
2879

2880 (4) The provision of notice under this section does not provide rights to a summer
2881 appointment beyond those provided in "Summer Appointments" section of the
2882 BOT-UFF Policy on Appointments.
2883

2884 (b) Employees who are on "soft money," e.g., contracts and grants, sponsored
2885 research funds, and grants and donations trust funds, are entitled to the following
2886 written notice that they will not be offered further appointment:
2887

2888 (1) For employees in their first five (5) years of continuous University service, no
2889 notice need be provided and the statement in (d), below, shall be included in
2890 their letter of offer or notice of change in appointment; or
2891

2892 (2) For employees with five (5) or more years of continuous University service,
2893 ninety (90) days' notice shall be provided contingent upon funds being available
2894 in the contract or grant.
2895

2896 (c) Employees who are appointed for less than one (1) academic year, who are
2897 appointed to a visiting appointment, who are appointed to a fixed multi- year
2898 appointment and employees employed in an auxiliary entity, are not entitled to
2899 notice that they will not be offered further appointment, and the statement in (d),
2900 below, shall be included in their letter of offer or notice of change in appointment.
2901

2902 (d) Employees described in Sections P6.2(b) and (c), above, shall have the following
2903 statement included in their letter of offer or appointment:

2904 Your employment under this letter of offer or appointment will cease on
2905 the date indicated. No further notice of cessation of employment is
2906 required.
2907

2908 (e) An employee who is entitled to written notice of non-reappointment in
2909 accordance with the provisions of P6.2 who receives written notice that the
2910 employee will not be offered further appointment shall be entitled, upon written
2911 request within twenty (20) days following receipt of such notice, to a written
2912 statement of the basis for the decision not to reappoint. Thereafter, the President
2913 or designee shall provide such statement within twenty (20) days following receipt
2914 of such request. All such notices and statements are to be sent by certified mail,
2915 return receipt requested, or delivered in person to the employee with written
2916 documentation of receipt obtained.
2917

2918 **P6.3** Complaints Regarding Non-Reappointment. The decision to not reappoint is not subject
2919 to the BOT-UFF Policy on Neutral, Internal Resolution of Policy Disputes, or the contractual
2920 grievance process except that an employee who receives written notice of non-reappointment
2921 may contest the decision, pursuant to the Neutral, Internal Resolution of Policy Disputes process
2922 because of an alleged violation of a specific term of a BOT-UFF Policy or pursuant to the
2923 contractual grievance process because of an alleged violation of the BOT-UFF Agreement or
2924 because of an alleged violation of the employee's constitutional rights. Such complaints or
2925 grievances must be filed within thirty (30) days of receipt of the statement of the basis for the
2926 decision not to reappoint pursuant to P6.2(e) or receipt of the notice of non-reappointment if no
2927 statement is requested.
2928

2929 **P6.4** Non-Reappointment Considerations. If the decision not to reappoint was based solely
2930 upon adverse financial circumstances, reallocation of resources, reorganization of degree or
2931 curriculum offerings or requirements, reorganization of academic or administrative structures,
2932 programs, or functions, and/or curtailment or abolition of one or more programs or functions,
2933 the University shall take the following actions:
2934

2935 (a) Make a reasonable effort to locate appropriate alternative or equivalent employment
2936 within the University; and
2937

2938 (b) Offer such employee, who is not otherwise employed in an equivalent full-time position,
2939 re-employment in the same or similar position at the University for a period of two years
2940 following the initial notice of non- reappointment, should an opportunity for such re-
2941 employment arise. All persons on the recall list shall regularly be sent the FIU position
2942 vacancy announcements. For this purpose, it shall be the employee's responsibility to
2943 keep the Division of Human Resources advised of the employee's current address. Any
2944 offer of re- employment pursuant to this section must be accepted within fifteen (15)
2945 days after the date of the offer, such acceptance to take effect not later than the
2946 beginning of the semester immediately following the date the offer was made. In the
2947 event such offer of reemployment is not accepted, the employee shall receive no further
2948 consideration pursuant to this Policy.
2949

2950 **P6.5** Resignation. An employee who wishes to resign has the professional obligation, when
2951 possible, to provide the University with at least one semester's notice. Upon resignation, all
2952 consideration for tenure and reappointment shall cease.
2953

2954 **P6.6** Notice Document. Notice of appointment and non-reappointment shall not be contained
2955 in the same document.

2956 **BOT-UFF Policy 7 PROMOTIONS**

2957

2958 **P7.1 Purpose:**

2959 To provide academic units and employees with guidelines to be used in making
2960 promotion decisions.

2961 **P7.2 Policy:**

2962 In order to be considered for promotion, an employee shall meet the qualifications for
2963 initial appointment to the proposed rank and successful performance at the level of the
2964 qualifications corresponding to that rank.

2965 Promotion decisions are not merely a totaling of an employee's annual performance
2966 evaluations. Rather, the University, through its faculty, librarians, professional
2967 employees, and administrators, assesses the employee's potential for growth and
2968 scholarly contribution as well as past meritorious performance.
2969

2970 **P7.3 Procedures:**

2971 (a) Eligibility: Employees classified as Instructor, Lecturer, Senior Instructor, Senior
2972 Lecturer, Instructor Librarian, Assistant University Librarian, Associate University
2973 Librarian, Assistant Teaching Professor, Associate Teaching Professor, Assistant
2974 Scholar/Scientist/Engineer (Research Assistant Professor),
2975 Scholar/Scientist/Engineer (Research Associate Professor), Assistant Professor,
2976 Associate Professor, Research Associate, Senior Research Associate, Instructional
2977 Specialist, and Senior Instructional Specialist shall be eligible to apply for
2978 promotion. Employees appointed with the modifiers “Clinical” or “Professional
2979 Practice” shall be eligible for promotion. Employees appointed with the modifier
2980 “Visiting” shall not be eligible for promotion.

2981
2982 (b) Annual Promotion Appraisals. Upon annual written request, beginning with the second
2983 year of employment, employees’ eligible for promotion shall be apprised of their
2984 progress toward promotion. The promotion appraisal shall be included as a separate
2985 component of the annual evaluation and is intended to provide assistance and counseling
2986 to candidates to help them to qualify themselves for promotion. The employee may
2987 request, in writing, a meeting with an administrator at the next highest level to discuss
2988 concerns regarding the promotion appraisal that were not resolved in discussions with
2989 the employee's supervisor. The promotion appraisals shall not be the sole basis for a
2990 decision concerning the employee's application for promotion.

2991 (c) Promotion Criteria and Procedures.

2992 (1) Each college/school and/or department/unit, as its faculty deem appropriate,
2993 subject to the approval of the Dean/Director and Provost, shall adopt its own
2994 promotion criteria and procedures, consistent with University-wide criteria and
2995 procedures, and reflecting the particular mission and disciplinary requirements
2996 specific to the academic unit. Policies on the promotion process must include a
2997 poll by secret ballot of the members of the employee’s department/unit
2998 concerning the employee’s promotion application, in accordance with criteria for
2999 voting set out by the employee’s department/unit. Such criteria and procedures,
3000 as appropriate to the academic unit, shall provide for promotion to Senior
3001 Lecturer, Senior Instructor, University Lecturer, University Instructor, Associate
3002 Teaching Professor, Teaching Professor, Assistant University Librarian, Associate
3003 University Librarian, University Librarian, Associate Scholar/Scientist/Engineer
3004 (Research Associate Professor), Scholar/Scientist/Engineer (Research Professor),
3005 Associate Professor, Professor, Research Associate, Senior Research Associate,
3006 Instructional Specialist, and Senior Instructional Specialist. In the event that
3007 through the University’s Strategic Planning process there is a recommendation
3008 different than the process defined in this policy, the parties agree to renegotiate
3009 this policy without the use of a reopener.
3010

3011 (2) Any proposal to develop or modify promotion criteria or procedures shall be
3012 available for discussion and a vote by members of the affected
3013 departments/units before adoption. Promotion decisions shall be a result of
3014 meritorious performance and shall be based upon established criteria and
3015 procedures specified in writing by the University. Promotion criteria and
3016 procedures shall be available in the departmental/unit office and/or at the
3017 college/unit level online. The University may modify promotion criteria or
3018 procedures so long as the UFF-FIU Chapter has been notified of the proposed
3019 changes and offered an opportunity to discuss such changes in consultation with
3020 the Provost or designee. Changes in promotion criteria or procedures shall not
3021 become effective until one (1) year following adoption of the changes, unless
3022 mutually agreed to in writing by the UFF-FIU Chapter President and the Provost.
3023 The date of adoption shall be the date on which the changes are approved by the
3024 Provost.

3025
3026 (3) In the matter of promotion to Senior Lecturer, Senior Instructor, University
3027 Lecturer and University Instructor, Associate Teaching Professor, and Teaching
3028 Professor, the Provost, in accordance with the university governance process and
3029 subject to consultation with UFF-FIU, shall determine the criteria and
3030 procedures. All faculty in the instructor ranks before September 2020 shall be
3031 laterally reclassified to an equivalent teaching professor rank. When a lateral
3032 reclassification occurs and there is no break in service, time in the Instructor rank
3033 shall count towards promotion. In no case will a faculty member be reclassified
3034 to an equivalently higher rank without going through the promotion process.

3035

3036 (4) The Promotion File. Prior to the consideration of the employee's promotion, the
3037 employee shall have the right to review the contents of the promotion file and
3038 may attach a brief response to any material therein. However, each
3039 department/unit shall decide by a democratic vote of the tenured and tenure-
3040 earning employees and according to that department's/unit's procedures,
3041 whether the candidates in its area will have access to the external reviewers'
3042 letters. A change in the policy by a new vote shall not become effective until one
3043 (1) year following the new vote, unless the employee chooses to have the access
3044 to the external letters be subject to the newly adopted policy. It is the
3045 responsibility of the employee to see that the file is complete and contains no
3046 material misrepresentation by the employee. If any material is added to the
3047 promotion file after the commencement of consideration, a copy shall be sent to
3048 the employee within five (5) days (by personal delivery or by mail, return receipt
3049 requested). The employee may attach a brief response within five (5) days of
3050 their receipt of the added material. The file shall not be forwarded until the
3051 employee either submits a response or the second five (5) day period expires,
3052 whichever occurs first.

3053
3054 (5) The promotion file shall include a copy of applicable promotion criteria, the
3055 employee's annual assignments, annual evaluations, and the employee's
3056 promotion appraisal(s). The only documents that may be considered in making a
3057 promotion recommendation are those contained or referenced in the promotion
3058 file.

3059
3060 (d) Notice of Award or Denial of Promotion. The University President shall decide whether to
3061 award promotion and shall notify the employee in writing of his or her decision within
3062 ten (10) days of that decision. Upon written request by an employee within twenty (20)
3063 days of the employee's receipt of such decision, the University shall provide the
3064 employee with a written statement of the reasons why the promotion was denied.
3065 Should an employee elect not to request such a written statement of reasons, the date of
3066 the act or omission giving rise to a complaint concerning the denial of promotion shall be
3067 deemed to be seven (7) days from the date of the employee's receipt of notice that a
3068 promotion shall not be awarded. Should an employee request such a written statement
3069 of reasons, the date of the act or omission giving rise to any complaint concerning denial
3070 of a promotion shall be deemed the date of the employee's receipt of a written
3071 statement of reasons why promotion was not awarded.

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3074

3075 **BOT-UFF Policy 8** **DISCIPLINARY ACTION AND JOB ABANDONMENT**

3076

3077 **P8.1** Just Cause.

3078 **(a)** The purpose of this Policy is to provide a prompt and equitable procedure for
3079 disciplinary action taken with just cause. Just cause shall be defined as:

3080 (1) incompetence, or

3081 (2) misconduct

3082

3083 **(b)** An employee's activities which fall outside the scope of employment shall
3084 constitute misconduct only if such activities adversely affect the legitimate
3085 interests of the University or Board.

3086

3087 **P8.2** Progressive Discipline. Both parties endorse the principle of progressive discipline as
3088 applied to professionals.

3089

3090 **P8.3** Notice of Intent for Suspension or Termination. When the President or designee has
3091 reason to believe that a suspension or termination should be imposed, the President or designee
3092 shall provide the employee with a written notice of the proposed action and the reasons
3093 therefore. Such notice shall be sent certified mail, return receipt requested, or delivered in
3094 person with written documentation of receipt obtained. The employee shall be given ten (10)
3095 days in which to respond in writing to the President or designee before the proposed action is
3096 taken. The President or designee then may issue a notice of disciplinary action under Section
3097 P8.4. The employee has a right to union representation during investigatory questioning that
3098 may reasonably be expected to result in disciplinary action. If the President or designee does not
3099 issue a notice of disciplinary action, the notice of proposed disciplinary action shall not be
3100 retained in the employee's evaluation file.

3101

3102 **P8.4** Notice of Discipline. All notices of disciplinary action shall include a statement of the
3103 reasons therefore and a statement advising the employee that the action is subject to the BOT-
3104 UFF Policy on Neutral, Internal Resolution of Policy Disputes and may, in the event of an
3105 allegation of a violation of the BOT-UFF Agreement, be subject to the grievance procedure
3106 thereunder. All such notices shall be sent certified mail, return receipt requested, or delivered in
3107 person to the employee with written documentation of receipt obtained.

3108

3109 **P8.5** Termination. A tenured appointment or any appointment of definite duration may be
3110 terminated during its term for just cause. An employee shall be given written notice of
3111 termination at least six (6) months in advance of the effective date of such termination, except
3112 that in cases where the President or designee determines that an employee's actions adversely
3113 affect the functioning of the University or jeopardize the safety or welfare of the employee,
3114 colleagues, or students, the President or designee may give less than six (6) months' notice.
3115

3116 **P8.6** Disciplinary Action Other than Termination. The University retains its right to impose
3117 disciplinary action other than termination for just cause including, but not limited to, reprimand
3118 and suspension with or without pay. Counseling, including recommendations for participation in
3119 an Employee Assistance Program, shall not be considered disciplinary action.
3120

3121 **P8.7** Job Abandonment

3122 (a) If an employee is absent without authorized leave for twelve (12) or more
3123 consecutive days, excluding officially observed University Holidays or days when
3124 the University is officially closed by the directive of the University President or
3125 President's designee, under the provisions of the BOT-UFF Policy on Leaves, the
3126 employee shall be considered to have abandoned the position and voluntarily
3127 resigned from the University.

3128 (b) Notwithstanding paragraph (a), above, if the employee's absence is for reasons
3129 beyond the control of the employee and the employee notifies the University as
3130 soon as practicable, the employee will not be considered to have abandoned the
3131 position.
3132

3133 **P8.8** Employee Assistance Program. Neither the fact of an employee's participation in an
3134 employee assistance program, nor information generated by participation in the program, shall
3135 be used as a reason for discipline under this Policy, except for information relating to an
3136 employee's failure to participate in an employee assistance program consistent with the terms to
3137 which the employee and the University have agreed.
3138

3139 **P8.9** The procedure for review of any disciplinary action shall be the procedures of the BOT-
3140 UFF Policy on Neutral, Internal Resolution of Policy Disputes. This provision does not prohibit the
3141 filing of a grievance for an alleged violation of an article in the BOT-UFF Agreement.
3142
3143

3144 **BOT-UFF Policy 9 LEAVES**

3145

3146 **P9.1 Purpose:** To establish policy and procedures concerning employee leaves.

3147 **P9.2 Policy:**

3148 **(a) Requests for A Leave or Extension of Leave of One (1) Semester or More.**

3149 (1) For a leave of one (1) semester or more, an employee shall make a written request not
3150 less than 120 days prior to the beginning of the proposed leave, if practicable.

3151

3152 (2) For an extension of a leave of one (1) semester or more, an employee shall make
3153 a written request not less than sixty (60) days before the end of the leave, if
3154 practicable.

3155

3156 (3) The University shall approve or deny such request in writing not later than thirty
3157 (30) days after receipt of the request.

3158

3159 (4) An absence without approved leave or extension of leave shall subject the
3160 employee to the provisions of Section P8.7 of the BOT-UFF Policy on Disciplinary
3161 Action and Job Abandonment.

3162

3163 (5) An employee's request for use of leave for an event covered by the provisions of
3164 the Family and Medical Leave Act (FMLA) of 1993 (Public Law 103-3) shall be
3165 submitted and responded to in accordance with the provisions of Section (f) of
3166 this Policy.

3167

3168 **(b) Return from Leave.** An employee who returns from an approved leave of absence
3169 with or without pay shall be returned to the same classification, unless the
3170 University and the employee agree in writing to other terms and conditions. The
3171 return from FMLA leave shall be in accordance with Section (f) of this Policy.

3172

3173 **(c) Accrual During Leave with Pay.** An employee shall accrue normal leave credits
3174 while on compensated leave in full-pay status, or while participating in the
3175 sabbatical or professional development programs. If an employee is on
3176 compensated leave in less than full-pay status for other than sabbaticals or
3177 professional development programs, the employee shall accrue leave in
3178 proportion to the pay status.

3179

3180 (d) Tenure Credit During Periods of Leave. Semester(s) during which an employee is
3181 on compensated or uncompensated leave for more than twenty (20) days shall
3182 not be creditable for the purpose of determining eligibility for tenure, except by
3183 mutual agreement of the employee and the University. In deciding whether to
3184 credit such leave toward tenure eligibility, the President or designee shall consider
3185 the duration of the leave, the relevance of the employee's activities while on such
3186 leave to the employee's professional development and to the employee's field of
3187 employment, the benefits, if any, which accrue to the University by virtue of
3188 placing the employee on such leave, and other appropriate factors.
3189

3190 (e) Holidays.

3191 (1) An employee shall be entitled to observe all official University holidays. No
3192 classes shall be scheduled on holidays. Classes not held because of a holiday shall
3193 not be rescheduled.
3194

3195 (2) Supervisors are encouraged not to require an employee to perform duties on
3196 holidays; however, an employee required to perform duties on holidays shall
3197 have the employee's schedule adjusted to provide equivalent time off, up to a
3198 maximum of eight (8) hours for each holiday worked.
3199

3200 (3) If an employee who has performed duties on a holiday terminates employment
3201 prior to being given time off, the employee shall be paid, upon termination, for
3202 the holiday hours worked within the previous twelve (12) month period.
3203
3204

3205 (f) Family and Medical Leave Act (FMLA) Entitlements.

3206 (1) The Family and Medical Leave Act of 1993 ("FMLA") is the common name for the
3207 federal law providing eligible employees an entitlement of up to twelve (12)
3208 weeks of leave (or twenty-six (26) weeks of military caregiver leave) without pay
3209 for qualified family or medical reasons during a one-year period. This Act entitles
3210 the employee to take leave without pay; where University policies permit,
3211 employees may use accrued leave with pay during any qualifying family or
3212 medical leave. The failure to list, define, or specify any particular provision or
3213 portion of the FMLA in this Policy shall in no way constitute a waiver of any of the
3214 rights or benefits conferred to the employer or the employee through the FMLA.
3215

3216 Under FMLA, the University is responsible in all circumstances for designating
3217 leaves as FMLA-qualifying when appropriate and providing the designation to the
3218 employee within five (5) business days, absent extenuating circumstances, after
3219 the University has had sufficient information to determine whether the leave is
3220 FMLA-qualifying. FMLA does not allow the University to delay the designation of
3221 a FMLA-qualifying leave or designate more than the twelve (12) weeks of leave
3222 (or twenty-six (26) weeks of military caregiver leave) as FMLA leave.
3223

3224 (2) Implementation of FMLA Leave Entitlements.

3225 a) An employee, whether salaried or paid from Other Personal Services (OPS), is entitled
3226 to twelve (12) weeks of FMLA leave or twenty-six (26) weeks of military caregiver
3227 leave within a twelve (12) month period for any qualifying family or medical leave.
3228

3229 b) A salaried employee is entitled to a parental leave for up to twenty-six weeks in
3230 accordance with the provisions of Section (g)(6) of this Policy for a birth or adoption of
3231 the employee's child. The first twelve (12) weeks of the paid parental leave shall be
3232 designated as a FMLA leave if FMLA conditions apply.
3233

3234 (3) Accounting for the Use of FMLA Leave in a Twelve-Month Period.

3235 a) A rolling year (commencing with the first day of leave) shall be the designated twelve
3236 (12) month period in which to count the use of up to twelve (12) weeks of FMLA leave
3237 or twenty-six (26) weeks of military caregiver leave.
3238

3239 b) An eligible employee's entitlement to leave for a birth or placement for adoption or
3240 foster care expires at the end of a twelve (12) month period beginning on the date of
3241 the birth or placement of the child.
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- (4) 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 (6), 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.

3280 (3) Except as indicated in (6), once during his or her employment career at FIU, at
3281 the employee's discretion, an employee on an Academic Year appointment shall
3282 be granted a parental leave at full pay during Fall or Spring semester and at .33
3283 FTE during Summer A or Summer B, for a period not to exceed twenty-six (26)
3284 consecutive weeks. Such paid parental leave shall begin no earlier than the first
3285 day of classes in the semester during which the child's birth or placement in the
3286 employee's home is expected or during which the actual date of birth or
3287 placement occurs, whichever is earlier, and shall end no later than one (1) year
3288 from the date of the child's birth or placement in the employee's home. Where
3289 circumstances permit, employees are encouraged to begin parental leave at the
3290 beginning of the first week of classes in the semester.

3291
3292 (4) If an employee who takes paid parental leave pursuant to paragraph (1) or (2)
3293 requests parental leave for a period of more than twenty-six (26) consecutive
3294 weeks, the employee may use a combination of paid leave, accrued leave and
3295 leave without pay, and such request shall include the specific periods for each
3296 type of leave requested. Use of accrued leave during an approved period of leave
3297 without pay shall be in accordance with Section (o) of this Policy.

3298
3299 a) The President or designee shall acknowledge to the employee in writing the period of
3300 paid parental leave to be taken and the date of return to employment.

3301
3302 b) In addition to paid parental leave and at the employee's request, the President or
3303 designee shall grant further accrued leave at the employee's request for a period not
3304 to exceed the employee's accrued leave, and/or full-time and/or part-time leave
3305 without pay for a period not to exceed one (1) year unless the President or designee
3306 determines that granting such leave would be inconsistent with the best interests of
3307 the University.

3308
3309 c) Any illness caused or contributed to by pregnancy shall be treated as a temporary
3310 disability and the employee shall be allowed to use accrued sick leave credits when
3311 such temporary disability is certified by a health care provider.

3312
3313 (5) Upon agreement between the employee and the University, intermittent FMLA
3314 leave or a reduced work schedule may be approved for the birth of the
3315 employee's child or placement of a child with the employee for adoption in
3316 accordance with Section (f) of this Policy.

3317

3318 (6) Once during his or her employment at FIU, at the employee's discretion, the
3319 twenty-six (26) consecutive weeks of parental leave may be split and used in two
3320 (2) consecutive week intervals. This would allow an employee to use parental
3321 leave for the birth or adoption of a child and another parental leave for a
3322 subsequent birth or adoption of a child. In no instance can the parental leave be
3323 utilized in more than two (2) semesters during the employee's career at FIU.
3324

3325 (7) Subsequent to the use of parental leave, the employee who is on a nine (9)
3326 month contract may be required, at the discretion of the University, to return to
3327 employment at FIU for two (2) semesters. In the event that the employees fails
3328 or refuses to return to employment at FIU, the University may recoup the value
3329 of the parental leave that was granted. If the employee is on a twelve (12) month
3330 contract, the employee may be required, at the discretion of the University,
3331 return to employment for six (6) months or the University may recoup the value
3332 of the parental leave that was granted. The recoupment will not apply in
3333 circumstances where the employee is not allowed to return to employment by
3334 FIU.

3335 (h) Leaves Due to Illness/Injury.
3336 Illness/Injury is defined as any physical or mental impairment of health, including
3337 such an impairment proximately resulting from pregnancy, which does not allow
3338 an employee to fully and properly perform the duties of the employee's position.
3339 When an employee's illness/injury may be covered by the Americans with
3340 Disabilities Act, the provisions of Public Law 101-336 shall apply.
3341

3342 (i) Sick Leave.

3343 (1) Accrual of Sick Leave.

3344 a) A full-time employee shall accrue four (4) hours of sick leave for each biweekly
3345 pay period, or the number of hours that are directly proportionate to the
3346 number of days worked during less than a full pay period, without limitation as
3347 to the total number of hours that may be accrued.
3348

3349 b) A part-time employee shall accrue sick leave at a rate directly proportionate to
3350 the percent of time employed.
3351

3352 c) An employee appointed under Other Personal Services (OPS) shall not accrue
3353 sick leave.
3354

- 3355 (2) Uses of Sick Leave.
- 3356 a) Sick leave shall be accrued before being taken, provided that an employee who
- 3357 participates in a sick leave pool shall not be prohibited from using sick leave
- 3358 otherwise available to the employee through the sick leave pool.
- 3359
- 3360 b) Sick leave shall be authorized for the following:
- 3361 1) The employee's personal illness or exposure to a contagious disease which
- 3362 would endanger others.
- 3363
- 3364 2) The employee's personal appointments with a Health care provider.
- 3365
- 3366 3) The illness or injury of a member of the employee's immediate family, at the
- 3367 discretion of the supervisor. Approval of requests for use of reasonable
- 3368 amounts of sick leave for caring for a member of the employee's immediate
- 3369 family shall not be unreasonably withheld. "Immediate family" means the
- 3370 spouse, domestic partner, the grandparents, parents, brothers, sisters,
- 3371 children, and grandchildren of the employee, the employee's spouse,
- 3372 domestic partner, or other dependents of the employee, employee's spouse
- 3373 or domestic partner, living in the household.
- 3374
- 3375 4) The death of a member of the employee's immediate family, at the discretion
- 3376 of the supervisor. Approval of requests for use of reasonable amounts of sick
- 3377 leave, in addition to paid Bereavement Leave otherwise provided by this
- 3378 Policy, for the death of a member of the employee's immediate family shall
- 3379 not be unreasonably withheld.
- 3380
- 3381 c) A continuous period of sick leave commences with the first day of absence and
- 3382 includes all subsequent days until the employee returns to work. For this
- 3383 purpose, Saturdays, Sundays, and official holidays observed by the State shall
- 3384 not be counted unless the employee is scheduled to perform services on such
- 3385 days. During any seven (7) day period, the maximum number of days of sick
- 3386 leave charged against any employee shall be five (5).
- 3387
- 3388 d) An employee who requires the use of sick leave should notify the supervisor as
- 3389 soon as practicable.
- 3390

3391 e) An employee who becomes eligible for the use of sick leave while on approved
3392 annual leave shall, upon notifying the supervisor, substitute the use of accrued
3393 sick leave to cover such circumstances.

3394 (3) Certification. If an employee's request for absence or absence exceeds four (4)
3395 consecutive days, or if a pattern of absence is documented, the University may
3396 require an employee to furnish certification issued by an attending health care
3397 provider of the medical reasons necessitating the absence and/or the employee's
3398 ability to return to work. If the medical certification furnished by the employee is
3399 not acceptable, the employee may be required to submit to a medical
3400 examination by a health care provider who is not a University staff member
3401 which shall be paid for by the University. If the medical certification indicates
3402 that the employee is unable to perform assigned duties, the President or
3403 designee may place the employee on compulsory leave under the conditions set
3404 forth in Section (k) of this Policy.

3405 (4) Payment for Unused Sick Leave.

3406 a) An employee with less than ten (10) years of FIU service who separates from
3407 FIU shall not be paid for any unused sick leave.

3408 b) An employee who has completed ten (10) or more years of FIU service, has not
3409 been found guilty or has not admitted to being guilty of committing, aiding, or
3410 abetting any embezzlement, theft, or bribery in connection with State
3411 government, or has not been found guilty by a court of competent jurisdiction
3412 of having violated any State law against or prohibiting strikes by public
3413 employees, and separates from FIU because of retirement for other than
3414 disability reasons, termination, or death, shall be compensated at the
3415 employee's current regular hourly rate of pay for one-eighth of all unused sick
3416 leave accrued prior to October 1, 1973, plus one-fourth of all unused sick leave
3417 accrued on or after October 1, 1973; provided that one-fourth of the unused
3418 sick leave since 1973 does not exceed 480 hours. The compensation in this
3419 paragraph P9.2(i)(4)b) shall not be given to an employee who starts
3420 employment at FIU on or after July 1, 2006.

3421 c) Upon layoff, an employee with ten (10) or more years of FIU service shall be
3422 paid for unused sick leave as described in paragraph b., above, unless the
3423 employee requests in writing that unused sick leave be retained pending re-
3424 employment. For an employee who is reemployed by the University within
3425 twelve (12) calendar months following layoff, all unused sick leave shall be
3426 restored to the employee, provided the employee requests such action in
3427 writing and repays the full amount of any lump sum leave payments received at
3428 the time of layoff. An employee who is not re-employed within twelve (12)
3429 calendar months following layoff shall be paid for sick leave in accordance with
3430 this Policy.

3431 d) All payments for unused sick leave shall be made in lump sum and shall not be
3432 used in determining the average final compensation of an employee in any
3433 State administered retirement system. An employee shall not be carried on the
3434 payroll beyond the last official day of employment, except that an employee
3435 who is unable to perform duties because of a disability may be continued on
3436 the payroll until all sick leave is exhausted.

3437 e) If an employee has received a lump sum payment for accrued sick leave, the
3438 employee may elect in writing, upon re-employment within 100 days, to restore
3439 the employee's accrued sick leave. Restoration will be effective upon the
3440 repayment of the full lump sum leave payment.

3441 f) In the event of the death of an employee, payment for unused sick leave at the
3442 time of death shall be made to the employee's beneficiary, estate, or as
3443 provided by law.

3444
3445 (j) Job-Related Illness/injury.

3446 (1) An employee who sustains a job-related illness/injury that is compensable under
3447 the Workers' Compensation Law shall be carried in full-pay status for a period of
3448 medically certified illness/injury not to exceed seven (7) days immediately
3449 following the illness/injury, or for a maximum of forty (40) work hours if taken
3450 intermittently without being required to use accrued sick or annual leave.

3451
3452 (2) If, as a result of the job-related illness/injury, the employee is unable to resume
3453 work at the end of the period provided in paragraph (1), above:
3454

- 3455 a) The employee may elect to use accrued leave in an amount necessary to
3456 receive salary payment that will increase the Workers' Compensation payments
3457 to the total salary being received prior to the occurrence of the illness/injury. In
3458 no case shall the employee's salary and Workers' Compensation benefits
3459 exceed the amount of the employee's regular salary payments; or
3460
- 3461 b) The employee shall be placed on leave without pay and shall receive normal
3462 Workers' Compensation benefits if the employee has exhausted all accrued
3463 leave in accordance with paragraph (a), above, or the employee elects not to
3464 use accrued leave.
3465
- 3466 (3) This period of leave with or without pay shall be in accordance with Chapter 440
3467 (Worker's Compensation), Florida Statutes.
3468
- 3469 (4) If, at the end of the leave period, the employee is unable to return to work and
3470 perform assigned duties, the President or designee should advise the employee,
3471 as appropriate, of the Florida Retirement System's disability provisions and
3472 application process, and may, based upon a current medical certification by a
3473 health care provider prescribed in accordance with Chapter 440 (Worker's
3474 Compensation), Florida Statutes, and taking the University's needs into account:
3475
- 3476 a) Offer the employee part-time employment;
3477 b) Place the employee in leave without pay status or extend such status;
3478 c) Request the employee's resignation; or
3479 d) Release the employee from employment, notwithstanding any other provisions
3480 of this Agreement.
3481
- 3482 (k) Compulsory Leave.
- 3483 (1) Placing Employee on Compulsory Leave.
- 3484 a) If an employee is unable to perform assigned duties due to illness/injury the
3485 President or designee may require the employee to submit to a medical
3486 examination, the results of which shall be released to the University, by a health
3487 care provider chosen and paid by the University, or by a health care provider
3488 chosen and paid by the employee, who is acceptable to the President or
3489 designee. Such health care provider shall submit the appropriate medical
3490 certification(s) to the University.
3491

- 3492 b) If the University agrees to accept the employee's choice of a health care
3493 provider the University may not then require another University-paid
3494 examination.
3495
- 3496 c) If the medical examination confirms that the employee is unable to perform
3497 assigned duties, the President or designee shall place the employee on
3498 compulsory leave.
3499
- 3500 (2) Conditions of Compulsory Leave.
- 3501 a) Written notification to the employee placing the employee on compulsory
3502 leave shall include the duration of the compulsory leave period and the
3503 conditions under which the employee may return to work. These conditions
3504 may include the requirement of the successful completion of, or participation
3505 in, a program of rehabilitation or treatment, and follow-up medical
3506 certification(s) by the health care provider, as appropriate.
3507
- 3508 b) The compulsory leave period may be leave with pay or leave without pay. If the
3509 compulsory leave combines the use of accrued leave with leave without pay,
3510 the use of such leave shall be in accordance with Section P9.2(o) of this Policy.
3511
- 3512 c) If the employee fulfills the terms and conditions of the compulsory leave and
3513 receives a current medical certification that the employee is able to perform
3514 assigned duties, the President or designee shall return the employee to the
3515 employee's previous duties, if possible, or to equivalent duties.
3516
- 3517 (3) Duration. Compulsory leave, with or without pay, shall be for a period not to exceed the
3518 duration of the illness/injury or one year, whichever is less.
3519

3520 (4) Failure to Complete Conditions of Compulsory Leave or Inability to Return to Work. If
3521 the employee fails to fulfill the terms and conditions of a compulsory leave and/or is
3522 unable to return to work and perform assigned duties at the end of a leave period, the
3523 President or designee should advise the employee, as appropriate, of the Florida
3524 Retirement System's disability provisions and application process, and may, based upon
3525 the University's needs:

3526 a) Offer the employee part-time employment;

3527 b) Place the employee in leave without pay status or extend such status;

3528 c) Request the employee's resignation; or

3529 d) Release the employee from employment, notwithstanding any other provisions
3530 of any BOT-UFF Policy or the BOT-UFF Agreement.

3531

3532 (I) Annual Leave

3533 (1) Accrual of Annual Leave.

3534 a) Full-time employees appointed for more than nine (9) months, except
3535 employees on academic year appointments, shall accrue annual leave at the
3536 rate of 6.769 hours biweekly or 14.667 hours per month (or a number of hours
3537 that is directly proportionate to the number of days worked during less than a
3538 full-pay period for full-time employees), and the hours accrued shall be credited
3539 at the conclusion of each pay period or, upon termination, at the effective date
3540 of termination. Employees may accrue annual leave in excess of the year end
3541 maximum during a calendar year. Employees with accrued annual leave in
3542 excess of the year end maximum as of December 31, shall have any excess
3543 converted to post October 1, 1973 sick leave on an hour-for-hour basis on
3544 January 1 of each year.

3545

3546 b) Part-time employees appointed for more than nine (9) months, except
3547 employees on academic year appointments, shall accrue annual leave at a rate
3548 directly proportionate to the percent of time employed.

3549

3550 c) Academic year employees, employees appointed for less than nine (9) months,
3551 and OPS employees shall not accrue annual leave.

3552

3553 (2) Use and Restoration of Annual Leave.

3554 a) Annual leave shall be accrued before being taken, except in those instances where the
3555 President or designee may authorize the advancing of annual leave. When leave has
3556 been advanced and employment is terminated prior to the employee accruing
3557 sufficient annual leave to credit against the leave that was advanced, the University
3558 shall deduct from the employee's warrant the cost of any annual leave advanced
3559 under this provision. All requests for annual leave shall be submitted by the employee
3560 to the supervisor as far in advance as possible and appropriate. Approval of the dates
3561 on which an employee wishes to take annual leave shall be at the discretion of the
3562 supervisor and shall be subject to the consideration of departmental/unit and
3563 organizational scheduling.
3564

3565 b) Upon re-employment at FIU within 100 days, except for re- employment after layoff
3566 (see (c)(3), below), the employee may elect in writing to restore up to 44 (forty-four)
3567 days (352 hours) of their former unused annual leave balance. In such cases, the
3568 employee's absence shall not constitute a break-in-service. Restoration will be
3569 effective upon the repayment of the lump sum leave payment up to forty-four (44)
3570 days.
3571

3572 c) An employee may transfer internally into an annual leave accruing position up to
3573 forty-four (44) days of unused leave accrued in the FIU classification and pay plan in
3574 which previously employed, provided the employee has not received payment for
3575 such leave and no more than thirty-one (31) days have elapsed between jobs.
3576

3577 (3) Payment for Unused Annual Leave.

3578 a) Upon termination from an annual leave accruing appointment, or transfer from
3579 an annual leave accruing appointment to an academic year appointment, the
3580 University shall pay the employee for up to forty- four days (352 hours) of
3581 unused annual leave at the calendar year rate the employee was accruing as of
3582 the employee's last day of work, All unused annual leave in excess of forty-four
3583 days (352 hours) shall be forfeited by the employee.
3584

- 3585 b) Upon layoff, an employee shall be paid for up to forty-four days (352 hours) of
3586 unused annual leave in lump sum, unless the employee requests in writing that
3587 annual leave credits be retained pending re-employment. For employees who
3588 are re-employed by the University within twelve (12) calendar months following
3589 layoff, all unused annual leave shall be restored to the employee, provided the
3590 employee requests such action in writing and repays the full amount of any
3591 lump sum leave payment received at the time of layoff. Employees who are not
3592 re-employed within twelve (12) calendar months following layoff and who
3593 elected to retain their annual leave pending re-employment shall be paid for up
3594 to fortyfour days (352 hours) of unused annual leave at the calendar rate the
3595 employee was accruing as of the employee's last day of work.
3596
- 3597 c) If an employee has received a lump sum payment from the University for
3598 Accrued Annual Leave, the employee may elect in writing, upon re-
3599 employment at FIU within 100 days, to restore the employee's accrued annual
3600 leave. Restoration will be effective upon the repayment of the full lump sum
3601 leave payment.
3602
- 3603 d) In the event of the death of an employee, payment for all unused annual leave
3604 at the time of death, up to 352 hours, shall be made to the employee's
3605 beneficiary, estate, or as provided by law.
3606

3607 (m) Administrative Leaves.

3608 (1) Jury Duty and Court Appearances.

- 3609 a) An employee who is summoned as a member of a jury panel or subpoenaed as
3610 a witness in a matter not involving the employee's personal interests, shall be
3611 granted leave with pay and any jury or witness fees shall be retained by the
3612 employee; leave granted hereunder shall not affect an employee's annual or
3613 sick leave balance.
3614
- 3615 b) An appearance as an expert witness for which an employee receives
3616 professional compensation falls under the BOT-UFF Policy on Conflict of
3617 Interest and Outside Activity and the University's policies and rules relative to
3618 outside employment/conflict of interest. Such an appearance may necessitate
3619 the employee requesting annual leave or, if a non-annual leave accruing
3620 employee, may necessitate the employee seeking an adjustment of the work
3621 schedule.
3622

3623 c) If an employee is required, as a direct result of the employee's employment, to
3624 appear as an official witness to testify in the course of any action such duty shall
3625 be considered a part of the employee's job assignment, and the employee shall
3626 be paid per diem and travel expenses and shall turn over to the University any
3627 fees received.

3628
3629 d) An employee involved in personal litigation during work hours must request
3630 annual leave or, if a non-annual leave accruing employee, must seek an
3631 adjustment to the work schedule.

3632

3633 (2) Military Leave.

3634 a) Short-term Military Training. An employee who is a member of the United States
3635 Armed Forces Reserve, including the National Guard, upon presentation of a copy of
3636 the employee's official orders or appropriate military certification, shall be granted
3637 leave with pay during periods in which the employee is engaged in annual field
3638 training or other active or inactive duty for training exercises. Such leave with pay shall
3639 not exceed seventeen (17) workdays in any one (1) federal fiscal year (October 1 -
3640 September 30).

3641

3642 b) National Guard State Service. An employee who is a member of the Florida
3643 National Guard shall be granted leave with pay on all days when ordered to
3644 active service by the State. Such leave with pay shall not exceed thirty (30) days
3645 at any one time.

3646

3647 c) Other Military Leave.

3648 1) An employee, except an employee who is employed in a temporary position
3649 or employed on a temporary basis, who is drafted, who volunteers for active
3650 military service, or who is ordered to active duty (not active-duty training)
3651 shall be granted leave in accordance with Chapter 43 of Title 38, United States
3652 Code. Active military service includes active duty with any branch of the
3653 United States Army, Air Force, Navy, Marine Corps, Coast Guard, National
3654 Guard of the State of Florida, or other service as provided in Sections 115.08
3655 and 115.09, Florida Statutes.

3656

3657 2) Such leave of absence shall be verified by official orders or appropriate
3658 military certification. The first thirty (30) days of such leave shall be with full-
3659 pay and shall not affect an employee's annual or sick leave balance. The
3660 remainder of military leave shall be without pay unless the employee elects to
3661 use accumulated annual leave or appropriate leave as provided in (4) below,
3662 or the employer exercises its option under Section 115.14, Florida Statutes, to
3663 supplement the employee's military pay. Leave payment for the first thirty
3664 (30) days shall be made only upon receipt of evidence from appropriate
3665 military authority that thirty (30) days of military service have been
3666 completed.

3667
3668 d) Applicable provisions of Federal and State law shall govern the granting of
3669 military leave and the employee's re-employment rights.

3670
3671 e) Use of accrued leave is authorized during a military leave without pay in
3672 accordance with Section P9.2(o) of this Policy.

3673

3674 (3) Leave Pending Investigation. When the President or designee has reason to
3675 believe that the employee's presence on the job will adversely affect the
3676 operation of the University, the President or designee may immediately place the
3677 employee on leave pending investigation of the event(s) leading to that belief.
3678 The leave pending investigation shall commence immediately upon the President
3679 or designee providing the employee with a written notice of the reasons
3680 therefore. The leave shall be with pay, with no reduction of accrued leave.

3681

3682 (4) Other Leaves Provided Not Affecting Accrued Leave Balances. An employee may
3683 be granted other leaves not affecting accrued leave balances which are provided
3684 as follows:

3685

3686 a) Florida Disaster Volunteer Leave is provided for an employee who is a certified
3687 disaster service volunteer of the American Red Cross. Leave of absence with
3688 pay for not more than fifteen (15) working days in the fiscal year may be
3689 provided upon request of the American Red Cross and the employee's
3690 supervisor's approval. Leave granted under this act shall be only for services
3691 related to a disaster occurring within the boundaries of the State of Florida.

3692

3693 b) Civil disorder or disaster leave is provided for an employee who is member of a
3694 volunteer fire department, police auxiliary or reserve, civil defense unit, or
3695 other law enforcement type organization to perform duties in time of civil
3696 disturbances, riots, and natural disasters, including an employee who is a
3697 member of the Civil Air Patrol or Coast Guard Auxiliary, and called upon to
3698 assist in emergency search and rescue missions. Such paid leave not affecting
3699 leave balances may be granted upon approval by the President or designee and
3700 shall not exceed two days on any one occasion.

3701
3702 c) Athletic competition leave is provided for an employee who is a group leader,
3703 coach, official, or athlete who is a member of the official delegation of the
3704 United States team for athletic competition. Such paid leave not affecting leave
3705 balances shall be granted for the purpose of preparing for and engaging in the
3706 competition for the period of the official training camp and competition, not to
3707 exceed 30 days in a calendar year.

3708
3709 d) Leave for re-examination or treatment with respect to serviceconnected
3710 disability is provided for an employee who has such rating by the United State
3711 Department of Veterans Affairs and has been scheduled to be reexamined or
3712 treated for the disability. Upon presentation of written confirmation of having
3713 been so scheduled, such leave not affecting the employee's leave balances shall
3714 be approved and shall not exceed six (6) calendar days in any calendar year.

3715
3716 (5) Official Emergency Closings. The President or President's representative may
3717 close the University, or portions of the University, in the event an Executive
3718 Order declaring an emergency has been issued. When natural disasters or other
3719 sudden and unplanned emergency conditions occur which are not covered by an
3720 Executive Order, the President or designee shall determine whether the
3721 University, or any portion thereof, is affected by the emergency and is to be
3722 closed. Such closings will be only for the period it takes to restore normal
3723 working conditions. Leave resulting from such an emergency closing shall not
3724 reduce employees' leave balances.

3725

3726 (n) Bereavement Leave.
3727 An employee shall be granted up to seven (7) days of leave with pay for a death in
3728 the employee's family, defined as spouse, domestic partner, children (including
3729 foster or stepchildren), parents (including stepparents), brother or sister (including
3730 stepbrother or stepsister), grandparents and grandchildren of either the employee
3731 or employee's spouse or domestic partner, or other comparable significant
3732 relationships. In addition to paid bereavement leave, the employee may request
3733 approval to use reasonable amounts of paid sick leave, paid annual leave or
3734 unpaid leave in the event of a death in the family.
3735

3736 (o) Leave Without Pay.

3737 (1) Granting. Upon request of an employee, the President or designee shall grant a
3738 leave without pay for a period not to exceed one year unless the President or
3739 designee determines that granting such leave would be inconsistent with the best
3740 interests of the University. Such leave may be extended upon mutual agreement.
3741

3742 (2) Salary Adjustment. The salary of an employee returning from uncompensated leave
3743 shall be adjusted to reflect all non-discretionary increases distributed during the period
3744 of leave. While on such leave, an employee shall be eligible to participate in any special
3745 salary incentive programs such as the Teaching Incentive Program.
3746

3747 (3) Retirement Credit. Retirement credit for such periods of leave without pay shall be
3748 governed by the rules and regulations of the Division of Retirement and the provisions
3749 of Chapter 121, Florida Statutes.
3750

3751 (4) Accrual of Leave/Holiday Pay. While on leave without pay, the employee shall retain
3752 accumulated sick leave and annual leave but shall not accrue sick leave or annual leave
3753 nor be entitled to holiday pay.
3754

3755 (5) Use of Accrued Leave During an Approved Period of Leave Without Pay.
3756

- 3757 a) Use of accrued leave with pay is authorized during a leave of absence without pay for
3758 parental, foster care, medical, or military reasons. Such use of leave with pay is
3759 provided under the following conditions:
- 3760 1) Notwithstanding the provisions of Section P9.2(i)(2) of this Policy regarding
3761 the use of sick leave, an employee may use any type of accrued leave in an
3762 amount necessary to cover the employee's contribution to the State insurance
3763 program and other expenses incurred by the employee during an approved
3764 period of leave without pay for parental, foster care, medical, or military
3765 reasons.
3766
- 3767 2) Normally the use of accrued leave during a period of leave without pay for
3768 medical reasons shall be approved for up to six (6) months, but may be
3769 approved for up to one year for the serious health condition of the employee
3770 or a member of the employee's immediate family.
3771
- 3772 3) The employer contribution to the State insurance program will continue for
3773 the corresponding payroll periods.
3774
- 3775 b) An employee's request for the use of accrued leave during a period of leave without
3776 pay shall be made at the time of the employee's request for the leave without pay.
3777 Such request shall include the amount of accrued leave the employee wishes to use
3778 during the approved period of leave without pay. If circumstances arise during the
3779 approved leave which cause the employee to reconsider the combination of leave
3780 with and without pay, the employee may request approval of revisions to the original
3781 approval.
3782

3783 **BOT-UFF Policy 10 WORKS**
3784

3785 **P10.1 Purpose:** To encourage, facilitate, promote and reward the creation and
3786 dissemination of original works of scholarship and research, effective pedagogy, and
3787 other creative endeavors.
3788

3789 **P10.2 Policy:**

- 3790 (a) University Authority and Responsibilities. Section 1004.23, Florida Statutes
3791 authorizes the University to establish rules and procedures regarding patents,
3792 copyrights, and trademarks. Such rules and procedures shall be consistent with
3793 the terms of this Policy.
3794

3795 (b) Definitions. The following definitions shall apply in this Policy:
3796

3797 (1) A "work" includes any copyrightable material, such as printed material, computer
3798 software or databases, audio and visual material, circuit diagrams, architectural
3799 and engineering drawings, lectures, musical or dramatic compositions,
3800 choreographic works, pictorial or graphic works, and sculptural works.
3801 Instructional technology material, as defined in the BOT-UFF Policy on
3802 Assignments, is included in this definition.
3803

3804 (2) "Instructional technology material" is defined in the BOT-UFF Policy on
3805 Assignments.
3806

3807 (3) "University support" includes the use of University funds, personnel, facilities,
3808 equipment, materials, or technological information, and includes such support
3809 provided by other public or private organizations when it is arranged,
3810 administered, or controlled by the University.
3811

3812 (c) Works.

3813 (1) Independent Efforts. A work made in the course of independent efforts is the
3814 property of the employee, who has the right to determine the disposition of such
3815 work and the revenue derived from such work. As used in this Policy, the term
3816 "independent efforts" means that:
3817

- 3818 a) the ideas came from the employee;
- 3819 b) the work was not made with the use of University support; and
- 3820 c) the University is not held responsible for any opinions expressed in the work.

3821 (2) University-Supported Efforts.

3822 a) If the work was not made in the course of independent efforts, the work is the
3823 property of the University and the employee shall share in the proceeds therefrom.
3824

3825 b) Exceptions. The University shall not assert rights to the following works:
3826

3827 1) Those works for which the intended purpose is to disseminate the results of
3828 academic research or scholarly study, such as books, articles, electronic
3829 media; and
3830

3831 2) Works developed without the use of appreciable University support and used
3832 solely for the purpose of assisting or enhancing the employee's instructional
3833 assignment.
3834

3835 **P10.3 Procedures:**
3836

3837 **(a) Works**

3838 (1) Works Disclosure.

3839 a) Upon the creation of a work and prior to any publication, the employee shall disclose
3840 to the President or representative any work made in the course of University-
3841 supported efforts, together with an outline of the project and the conditions under
3842 which it was done. Consistent with the provisions of this Policy, employees need not
3843 disclose regarding books, articles, and similar works, the intended purpose of which is
3844 to disseminate the results of academic research or scholarly work.
3845

3846 b) The President or designee shall assess the relative equities of the employee and the
3847 University in the work.
3848

3849 c) Within sixty (60) days after such disclosure, the President or designee will inform the
3850 employee whether the University seeks an interest in the work, and a written
3851 agreement shall thereafter be negotiated to reflect the interests of both parties,
3852 including provisions relating to the equities of the employee and the allocation of
3853 proceeds resulting from such work. Creation, use, and revision of such works shall also
3854 be the subject of the written agreement between the employee and the University as
3855 well as provisions relating to the use or revision of such works by persons other than
3856 the creator. The employee shall assist the University in obtaining releases from
3857 persons appearing in, or giving financial or creative support to, the development or
3858 use of these works in which the University has an interest. All such agreements shall
3859 comport with and satisfy any preexisting commitments to outside sponsoring
3860 contractors.
3861

3862 d) The employee and the University shall not commit any act which would tend to defeat
3863 the University's or employee's interest in the work and shall take any necessary steps
3864 to protect such interests.
3865
3866

3867 e) Outside Activity.
3868 Although an employee may, in accordance with BOT-UFF Policy on Conflict of
3869 Interest/Outside Activity, engage in outside activity, including employment,
3870 pursuant to a consulting agreement, requirements that an employee waive the
3871 employee's or University's rights to any work which arise during the course of
3872 such outside activity must be approved by the President or designee.
3873
3874

3875 **BOT-UFF Policy 11 INVENTIONS**
3876

3877 **P11.1 Purpose:** Central to the mission of Florida International University is the
3878 promotion of teaching and research that enhances public service, leads to the discovery
3879 of new knowledge and fosters creativity and innovation. Inventions and marketable
3880 forms of intellectual property may result from research conducted by personnel and
3881 students at the University. It is generally in the best interest of the University and the
3882 public to ensure that such intellectual property be appropriately developed. This policy
3883 sets forth the circumstances and procedures under which inventions are to be disclosed
3884 to the University, and the procedures that the University will employ to review and
3885 process such inventions.
3886

3887 **P11.2 Policy:**

3888 (a) University Authority and Responsibilities. This policy is promulgated pursuant to
3889 Florida Statute Sections 1004.22 and 1004.23, the Bayh-Dole Amendments Public
3890 Law 96517 entitled "The Patent and Trademark Amendments Act of 1980," and
3891 the Act's rule revisions having document citation of 83 FR 15954.
3892

- 3893 (b) Definitions. The following definitions shall apply in this Policy:
- 3894 (1) An Assignment is a written contract that transfers title to and interest in an
3895 Invention, patent or patent application.
- 3896 (2) Independent Efforts refers to Inventions made using no University Support and
3897 made outside the field or discipline in which the employee is employed by the
3898 University.
- 3899 (3) Invention(s) shall have the meaning assigned by the U.S. Patent and Trademark
3900 Office; i.e., any art or process (way of doing or making things), machine,
3901 manufacture, design, or composition of matter, or any new and useful
3902 improvement thereof, or any variety of plant, which is or may be patentable
3903 under the patent laws of the United States. (37 CFR 501.3(d)). See
3904 <http://www.uspto.gov/patent>. "Invention" also includes both patentable and
3905 non-patentable innovations; any discovery; process; composition of matter;
3906 article of manufacture; know-how; design; model; software; database;
3907 technological development; biological material, strain, variety, or culture of any
3908 organism, or portion, modification, translation, or extension of these items which
3909 is or may be patentable, and/or any directly related know how used in
3910 connection with these items. An invention is deemed to be "made" when it is
3911 conceived or first actually reduced to practice.
- 3912 (4) Inventor is a person who contributes to the conception of an invention. (A
3913 project supervisor is not entitled to Inventor status simply because of
3914 his/her/their supervisory role; an inventive contribution is the singular criterion.
3915 The determination of who has made an inventive contribution may be difficult
3916 when several researchers and students have been involved in a project. If there
3917 is doubt concerning a person's inventor status, it is best to grant tentative
3918 inventor status at the time of disclosure and such status will be clarified, if and
3919 when, a patent application is filed. The term "Inventor" or "Inventors" shall be
3920 deemed to each refer to the singular or plural, as appropriate, or
3921 interchangeably.
- 3922 (5) A License is an agreement granting another party the right to make, use and/or
3923 sell a patented invention without the transfer of title to the patent.
- 3924 (6) Royalty is a payment to the owner of an invention for the use of that invention,
3925 frequently in the form of a stated percentage of sales.
- 3926 (7) Royalty-Free is a license wherein the licensee is not required to pay royalties to
3927 the owner of an invention under specified conditions.

3928 (8) University Support is any use of University funds, personnel, facilities,
3929 confidential information, trade secrets, equipment, materials, or technological
3930 information, and includes such support provided by other public or private
3931 organizations when it is arranged, administered or controlled by the University.
3932

3933 (c) Inventions

3934

3935 (1) This Policy and its procedures will not affect any agreements entered into prior
3936 to the effective date of this Policy.

3937

3938 (2) University Ownership. As a condition of the University's provision of
3939 employment, funds, services, facilities, equipment or materials to the Inventor,
3940 the University acquires and retains title to all Inventions made within the scope
3941 of University employment or research, or created with University Support or
3942 made in the field or discipline in which the Inventor is employed by the
3943 University (i.e., the field or discipline in which the Inventor conducts research,
3944 teaches, and/or provides service activities for the University). Such Inventions
3945 and related rights shall be the property of the University and are hereby assigned
3946 to the University by those covered under the scope of this Policy.

3947

3948 (3) Independent Efforts. All Inventions made with Independent Efforts are the
3949 property of the Inventor, who has the right to determine the disposition of such
3950 Inventions and revenue derived from such Inventions. Nonetheless, the Inventor
3951 and the Vice President for the Office of Research and Economic Development
3952 (ORED) (or designee) may agree that the patent for such Invention be pursued by
3953 the University and the proceeds shared between the University and the Inventor
3954 as per the below License Revenue Allocation section.

3955

3956 (4) Inventions Arising from Sponsored Research. Inventions resulting from research
3957 funded wholly or in part by an outside sponsor are subject to this policy as
3958 modified by the provisions of the research agreement covering such work with
3959 the sponsor. Employees engaged in sponsored research are bound by the
3960 provisions of the agreement(s) between the University and the sponsor.

3961
3962 Title to any Inventions conceived or first reduced to practice in the course of
3963 research supported by federal agencies, industry, or other sponsors generally
3964 vest in the University. With respect to federally funded subject Inventions, the
3965 Inventor shall hereby assign all right, title and interest in and to each subject
3966 Invention made under a federal grant to the University.

3967
3968 If an Inventor is unsure whether an Invention would be University-owned (i.e., an
3969 Invention arising out of Independent Efforts), the Inventor should nonetheless
3970 disclose the Invention to the Vice President for ORED (or designee), providing all
3971 relevant facts necessary to make the determination of whether the invention is
3972 University-owned or not. The Vice President for ORED (or designee) shall advise
3973 the Inventor in writing whether it appears that the Invention should be regarded
3974 as University-owned.

3975
3976 Upon the University's request, the Inventor(s) shall assign his/her/their right in a
3977 University-owned Invention to a third-party designee such as an invention
3978 management agency designated by the University, or to a sponsor if required by
3979 an agreement governing the research. Inventors shall execute documents of
3980 assignment and do everything reasonably required to assist the assignee(s) in
3981 obtaining, protecting, and maintaining patent or other proprietary rights. At no
3982 time, shall the Inventor(s) commit any act that would tend to reduce or defeat
3983 the University's interest in the Invention. The Inventor(s) shall take all necessary
3984 and reasonable steps to protect the University's interest in the Invention.

3985

3986 (5) Outside Activity and Invention Rights and Obligations. Before engaging in an
3987 outside activity, the employee must get approval of any potential conflicts of
3988 interest following the University's Conflict of Interest (COI) policy
3989 (<https://policies.fiu.edu/policy/106>). Any requirement that a University
3990 employee waive his/her/their or the University's rights to Inventions which may
3991 arise during the course of such outside activity must be approved in accordance
3992 with the COI Policy prior to the employee engaging in the outside activity.
3993 Invention (and other) clauses in consulting agreements must be consistent with
3994 both the COI policy and this Policy and with University commitments under
3995 sponsored research agreements. An employee who proposes to engage in such
3996 outside activity shall furnish a copy of this Policy to the outside employer prior to
3997 engaging in the outside activity.

3998 (6) License Revenue Allocation. The University and the Inventor are entitled to
3999 income from licensed Inventions; the University on the basis of employment,
4000 facilities and other support for the Inventor and the cost of intellectual property
4001 administration and protection; and the Inventor on the basis of creative activity,
4002 documenting the Invention, and assisting, as necessary, with patent protection
4003 process and commercialization.

4004
4005 The Vice President for ORED shall share with Inventor(s) any licensing revenue
4006 (without deducting for any patenting, patent maintenance or marketing
4007 expenses) received from the licensing of an Invention, the license revenue will be
4008 distributed as follows: forty percent (40%) to the Inventor(s), ten percent (10%)
4009 to the Inventor(s)'s College, and fifty percent (50%) to the University. The fifty
4010 percent (50%) retained by the University shall be used for research purposes and
4011 for recovery of expenses related to the patenting and marketing of an Invention.

4012
4013 The University shall make distributions annually. No adjustments of prior
4014 distributions will be made.

4015
4016 If there are multiple Inventors, the percentage allocable to each of the Inventors
4017 shall be determined amongst the Inventors. If, however, the Inventors cannot
4018 reach an agreement on how the forty percent (40%) that the Inventors are
4019 allocated will be apportioned amongst the Inventors within ninety (90) days of
4020 the Invention being licensed, then the Inventors will automatically receive an
4021 equal share. If there are multiple Inventors and Inventors are not in the same
4022 College, the sharing amongst the different Colleges of the ten percent (10%) will
4023 follow the percentage split the Inventors decide amongst themselves, or if there
4024 is no agreement will be equally shared, as the case may be. An Inventor may
4025 prospectively waive in writing the receipt of a portion or all of his/her/their share
4026 of revenue received by the University under a license. The following conditions
4027 apply:

4028

4029 a) The Inventor, at the time of the waiver, may designate his/ her/their laboratory
4030 or research program, department, or other University unit as the recipient of
4031 the waived amount. The waived funds will be regarded as regular University
4032 funds subject to all of the usual and customary legal and administrative
4033 requirements of the University.

4034 b) To ensure that the use of the funds is consistent with the broad mission of the
4035 University, or to avoid financial imbalances or hardships within or among
4036 University units, the Office of the Provost, in consultation with the Vice
4037 President for ORED, dean or deans of the involved units must approve a plan
4038 for the designation of funds submitted by the Inventor, and, thereafter, may
4039 review the use of the funds at any time. It is expected that the waiver plan will
4040 be approved only with the concurrence of the dean of the receiving unit.

4041 c) The waiver must be irrevocable during the period proscribed by the Inventor
4042 and executed prior to the end of the fiscal year in which the revenue is
4043 generated.

4044 d) Funds directed to the Inventor's research laboratory or program may only be
4045 used to support research and educational expenses associated with the
4046 Inventor's research laboratory or program. The funds must be deposited in a
4047 designated account of the Inventor's laboratory for use only for research. Such
4048 research expenses must be made conforming to the same rules applicable to
4049 direct costs on federally sponsored research grants. Only such direct costs that
4050 are customary, allowable and appropriate in supported or organized research
4051 may be made from those accounts.

4052 (7) Roles and Responsibilities. The President has designated the Vice President for
4053 Research and Economic Development as the officer of the University to
4054 administer, apply and interpret the provisions of this policy. The Office of the
4055 Vice President for Research and Economic Development shall coordinate the
4056 efforts regarding the evaluation and pursuit of legal protection and
4057 commercialization of Inventions.

4058
4059 The University and/or the FIU Research Foundation, Inc., as appropriate, shall
4060 have the sole authority to determine whether, and if so, the manner in which
4061 Inventions shall be commercialized, including but not limited to, negotiating all
4062 contracts related to commercialization of the Inventions, such negotiation to be
4063 conducted by the Office of the Vice President for Research (or its designee) and
4064 Economic Development and the FIU Office of the General Counsel.
4065

4066 (d) Procedures for Inventions

4067

- 4068 (1) Disclosing an Invention. Inventors shall fully and completely disclose to the Vice
4069 President for the Office of Research and Economic Development (ORED) or
4070 designee all Inventions which the Inventor(s) develops or discovers:
4071 a) while an employee of the University; or
4072 b) within the employee's field or discipline; or
4073 c) resulting from any work performed by the employee for the University; or
4074 d) by using University Support; or
4075 e) while working on a University supported research project.

4076
4077 Invention Disclosures are to be submitted electronically at
4078 <http://research.fiu.edu/disclosure/>. This link also provides detailed information
4079 regarding how to submit the disclosure and the subsequent steps in the process
4080 after submission.

4081
4082 The Inventors shall cooperate with ORED during the Invention review and
4083 analysis process, and the patent application and commercialization process, if
4084 applicable. A complete disclosure is essential for accurate technical evaluation
4085 of the Invention, assessment of its commercial feasibility, and determination of
4086 its patentability. Moreover, it may be used in preparing a patent application, if
4087 it is determined that patent protection will be pursued. Additionally, where
4088 dated and witnessed laboratory notebooks are not available, the disclosure
4089 serves as proof of the Invention's conception and may help to determine, in any
4090 controversy, who conceived the Invention.
4091

4092 (2) University Evaluation and Disposition of Disclosed Invention. After receipt of a
4093 full and complete Invention disclosure form, the Vice President for ORED (or
4094 designee) shall conduct an invention evaluation process of the technical, legal,
4095 and marketing strengths and weaknesses of the Invention. Such evaluation will
4096 be done within one-hundred twenty (120) days of the receipt of a full and
4097 complete Invention disclosure form being received. This evaluation may be done
4098 in consultation with the Inventor(s), the FIU General Counsel's Office, outside
4099 counsel, prospective licensees, third-party evaluators or consultants and/or the
4100 appointment of such a committee as advisable to assist in the review of the
4101 Invention disclosure and to advise on, and recommend, the manner of
4102 disposition of the Invention. At the conclusion of such evaluation, the Vice
4103 President for ORED (or designee) shall make a determination about the
4104 disposition of the Invention. The Vice President for ORED (or designee) shall
4105 inform the Inventor of the

4106
4107 University's decision regarding the University's interest in the Invention and the
4108 disposition of the same.

4109
4110 The University, at the discretion of the Vice President for ORED (or designee)
4111 may dispose of an Invention in some of the following ways:
4112

- 4113 a) the University may pursue patenting and commercialization of the Invention. The
4114 University shall have the sole discretion and right as to all matters concerning the legal
4115 protection and commercialization of the Invention including, but not limited to, where
4116 and when a patent application shall be filed, what attorney shall be used for the same
4117 and negotiating and entering into or modifying an option, a license or other
4118 agreement covering the manufacture, importation, use and/or sale of University-
4119 owned Inventions;
- 4120 b) if the University utilized third-party evaluators or consultants to review the Invention
4121 disclosure, and a third-party evaluator or consultant exercised an option to seek
4122 commercialization of the Invention on a royalty-sharing basis, the University shall, as
4123 required by an agreement with the third party-evaluator or consultant, work with the
4124 third-party evaluator or consultant on the commercialization of the Invention and
4125 share in the royalties derived there from with that third-party evaluator or consultant;
- 4126 c) if the sponsored research agreement for the project from which the Invention
4127 emanated offered the sponsor an option to obtain a license or other rights in an
4128 Invention, the University will endeavor to obtain the sponsor's decision regarding the
4129 exercise of such rights within the time specified in the sponsored research agreement,
4130 or if no time is specified, within a reasonable time;
- 4131 d) the formation of a commercial enterprise to pursue patenting and/or
4132 commercialization of the Invention such as a "start-up" company described below;
- 4133 e) notwithstanding the manner of disposition of the Invention by the University, the
4134 Invention shall at all times be available royalty-free for use by the University and the
4135 State of Florida;
- 4136 f) such other disposition as may be agreed to in writing between the University and the
4137 Inventor(s).
4138

4139 (3) Effect of Non-Confidential Invention Disclosures on Patent Protection. Invention
4140 disclosures to ORED are made on a confidential basis. As a public institution, the
4141 University should undertake sponsored research only when the results can be
4142 freely published. However, public disclosure of patentable material may affect
4143 some patent rights depending on the timing of those disclosures. A public
4144 disclosure may result from the publication of a journal article, the placement of a
4145 graduate student thesis in the library, a presentation at a conference, a poster
4146 presentation, or the release of technical information to a person not bound by a
4147 nondisclosure/ confidentiality agreement. The public disclosure of an Invention
4148 prior to filing a patent application may bar obtaining a valid patent. In the U.S. a
4149 patent application must be filed within one (1) year of a public disclosure. Most
4150 foreign patent rights will be forfeited upon public disclosure of the Invention if a
4151 patent application was not previously filed. The best procedure is to file a patent
4152 application before public disclosure takes place. The University understands the
4153 Inventors' desire for public disclosure of their work and does not wish to impede
4154 that dissemination. The University's review of Invention disclosures will be done
4155 as expeditiously as possible. In order that such review may be done prior to
4156 public disclosure, Inventors are cautioned to submit the Invention disclosure with
4157 sufficient lead time prior to anticipated public disclosure so as to allow the
4158 University sufficient time to properly review the Invention, decide if a patent
4159 application should be filed, and process the application prior to the public
4160 disclosure. Once a disclosure is timely made, the Office of the Vice President for
4161 Research and Economic Development (or designee) will work as diligently as
4162 possible so that faculty may continue with scholarly publication.

4163
4164 There are some reasonable procedures that can address the tension between
4165 the desire for public disclosure and preserving patent rights. For example, a
4166 thesis that has been catalogued and made accessible may constitute a public
4167 disclosure. In order to gain time for patenting consideration, the Inventor or Vice
4168 President for ORED (or designee) may petition the Dean of the Graduate School
4169 to temporarily withhold public access of the thesis until patenting considerations
4170 are evaluated.

4171
4172 Another example is that the University normally will not agree to sponsored
4173 research agreements that contain limits on the University researchers' right to
4174 publication. However, where patent protection issues are involved, the
4175 University may agree that publication may be deferred for a reasonable time
4176 during which the University and the sponsor can review the feasibility of patent
4177 coverage or other protection on an invention described in the publication. The
4178 University may also agree that, when publication of research involving

4179 proprietary data is contemplated by University researchers, the researchers may
4180 provide the sponsor with an advance copy of the manuscript prior to publication
4181 to allow the sponsor an opportunity to identify any inadvertent disclosure of
4182 proprietary or confidential data.

4183 (4) Laboratory Notebooks. Inventors are asked to maintain accurate, timely and
4184 witnessed laboratory notebooks as they are helpful in preparing an invention
4185 disclosure. It is an expectation that all faculty and staff engaged in original
4186 research and inquiry create and maintain contemporaneous accurate records
4187 that are witnessed and dated in a routine and systematic matter according to
4188 their respective disciplines. These documents should be kept in a manner that
4189 allows verification by audit of the timing and content of the information
4190 contained therein. Although the United States has moved to a first-to-file
4191 system, it is still helpful to keep accurate records in order to document the
4192 Invention and establish who the true Inventors of the Invention may be.

4193 (5) Equity in Start-Up Companies. The University may determine that the best
4194 course of action with reference to an Invention disposition is to take an equity
4195 position in a company that will pursue the patent protection and/or
4196 commercialization of the Invention. This equity position may be maintained by
4197 the University or by the FIU Research Foundation, Inc. and reference to
4198 "University" in this section shall also be deemed to refer to FIU Research
4199 Foundation, Inc. Ownership of such equity interests shall be at the sole discretion
4200 of the University and in accordance with all applicable securities laws, University
4201 policies and procedures, and other applicable laws and regulations. The
4202 University shall have the sole and exclusive authority to manage such equity
4203 interest including, without limitation, to make all decisions pertaining to
4204 liquidations, sales, distributions, and early distributions, including their timing,
4205 manner, and method.

4206
4207 One example of this type of situation is where the University receives equity in a
4208 start-up or developing business venture as part of a licensing agreement with
4209 that start-up for an Invention. Another example might occur when an employee
4210 of the University utilizes the expertise and/or technology he/she/their has
4211 developed in the course of University employment and assists a business venture
4212 in the commercialization of the Invention. (A "start-up" or developing business
4213 venture includes corporations, partnerships, or other commercial enterprises.)
4214

4215 There may be situations in which both the University and its employees
4216 separately own equity interests in a business venture. In such circumstances, the
4217 employee's equity interest is considered to be independent of the University's
4218 equity interest and is not held, managed, disposed of, or distributed by the
4219 University. The Inventor's equity interest may render the employee ineligible to
4220 receive a distribution of a portion of the University-owned equity interest or the
4221 proceeds from sale of such.
4222

4223 (6) Release of University Interest in Inventions. At any stage of evaluating a
4224 disclosure, applying for a patent, or in the commercialization process of an
4225 Invention, if the University has not otherwise assigned to a third party the right
4226 to pursue the same, the Vice President for ORED (or designee) may elect to
4227 withdraw from further involvement in the patent protection or
4228 commercialization of the Invention. At the request of the Inventor in such case,
4229 and upon terms mutually agreed upon between the Inventor(s) and the
4230 University (i.e., University receiving ten (10%) percent of any commercialization
4231 revenue for its support in developing the Invention), the University shall transfer
4232 its rights in the Invention to the Inventor(s). In such cases, the Inventor will
4233 indemnify and hold harmless the University for any actions, claims or damages
4234 resulting from the Invention. If outside funds supported the project leading to
4235 the Invention, this transfer is subject to any provisions of a sponsoring
4236 agreement. In addition, the transfer shall not affect the right of the University or
4237 the State of Florida to royalty-free use of the Invention, nor shall such transfer be
4238 granted until all pre-existing commitments to a sponsor, if applicable, with
4239 regard to the Invention are fulfilled. After transfer to an employee, the Invention
4240 shall be the employee's property and any costs already incurred by the
4241 University or on its behalf shall not be assessed against the employee. Note that
4242 if the Invention was funded by a federal agency, a release of the invention by the
4243 University will be to the federal sponsoring agency as per federal law; the
4244 Inventor(s) may then seek title to the invention from the sponsoring federal
4245 agency.

4246
4247
4248

4249 **BOT-UFF Policy 12** CONFLICT OF INTEREST/OUTSIDE ACTIVITY

4250 **P12.1** Purpose:

4251 The University encourages employees to engage in activities supporting
4252 their professional development and innovation and furthering the
4253 University's mission of high-quality teaching, stateof-the-art research
4254 and creative activity, and collaborative engagement with our local and
4255 global communities. An employee's primary duty is to the University
4256 and to maintain the highest ethical and professional standards. An
4257 employee is bound to observe, in all official acts, all applicable federal
4258 and state laws, including the State Code of Ethics (Chapter 112, Part III,
4259 Florida Statutes), and Board regulations. An employee's Outside
4260 Activity (defined below) must not conflict, or appear to conflict, with the
4261 employee's obligations to the University.
4262

4263 **P12.2** Definitions:

4264 (a) "Outside Activity" shall mean anything a University employee does for an
4265 organization or an individual other than the University that is related to the
4266 employee's expertise (i.e., not part of the assigned duties or faculty annual
4267 assignment). Such activities include those where no compensation has been
4268 provided or the third party provides anything of monetary value, other than that
4269 provided directly by the University, whether or not the value is readily
4270 ascertainable. Such activities include any private practice, private consulting,
4271 additional teaching or research, affiliations, activities, interests or collaborative
4272 projects with any foreign university, entity, or government, and any involvement
4273 in any talent programs (e.g., programs in which the employee has been recruited
4274 by a foreign university, entity or government). Reporting an Outside Activity is a
4275 requirement; see examples listed in the Policy.
4276

4277 (b) "Conflict of Interest" shall mean an Outside Activity that: (1) constitutes any
 4278 conflict between the private interests of the employee and the public interests of
 4279 the University, the Board of Governors, and/or the State of Florida; (2) interferes
 4280 with the full performance of the employee's professional or institutional
 4281 responsibilities or obligations; and/or (3) affects the integrity of the University.
 4282 Conflicts of Interest can also arise when there is either a real or perceived
 4283 disclosure of intellectual property with entities in which the employee, who may
 4284 be a creator of the intellectual property, has a personal or financial interest or
 4285 where the entities may be adverse to the University's interest.
 4286

4287 (c) "Conflict of Commitment" shall mean when an employee engages in an Outside
 4288 Activity that the University determines interferes with the employee's assigned
 4289 duties or assignment (e.g., involves frequent or prolonged absences from the
 4290 University on non-University business or activities that engage a substantial
 4291 portion of the time an employee is expected to spend on assigned duties or
 4292 University-related activities). A full-time employee should not engage in more
 4293 than an average of eight (8) hours per work week on an Outside Activity; however,
 4294 there can still be a conflict of commitment with a lesser time commitment
 4295 depending on the activity.
 4296

4297 (d) "Monitoring Plan" shall mean a written plan to manage a Conflict of
 4298 Interest/Commitment that provides oversight to the employee's Outside Activity
 4299 so that the Outside Activity can fall within the manageable Conflict of
 4300 Interest/Commitment.
 4301

4302 **P12.3 Policy:**

4303 (a) An Outside Activity must be reported so that the University may determine whether an
 4304 actual or perceived Conflict of Interest/Commitment exists. An Outside Activity does not
 4305 have to be reported if it is unrelated to the employee's expertise or is not part of the
 4306 employee's assignment provided that the Outside Activity does not constitute a Conflict
 4307 of Interest, Conflict of Commitment or involve a Foreign Activity. When in doubt, report
 4308 the Outside Activity. Below are illustrative examples of some Outside Activities that must
 4309 be reported and some that generally do not have to be reported.
 4310

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	Compensated or uncompensated

service activities (e.g., coaching youth sports programs, volunteering at church, participating in community clubs/service organizations)	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 serving on the entity's board or performing a fiduciary role	Teaching, research, or other service appointment at another institution
Receiving honors, academic awards, or an honorary degree from a non-profit entity	Writing or editing a publication unless such activity could be considered part of the employee's assignment
Serving as an external member of a thesis or dissertation committee	Receiving from an outside entity 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

4311
4312
4313

- 4314 (b) A review of the Outside Activity will determine one of the following:
- 4315 (1) Not a Conflict of Interest/Commitment. When this determination is made, the
- 4316 employee is permitted to engage in the Outside Activity.
- 4317 (2) A Manageable Conflict of Interest/Commitment. When this determination is
- 4318 made, the University may:
- 4319 a) require that the employee limit the Outside Activity;
- 4320 b) require that the employee reduce his/her/their effort for either the Outside
- 4321 Activity or with the University;
- 4322 c) require that the employee take a leave of absence for the duration of the
- 4323 Outside Activity;
- 4324 d) permit the activity conditioned on the employee's adherence to the terms of a
- 4325 Monitoring Plan developed by the University to manage the conflict; or
- 4326 e) implement other measures that the University deems reasonable to eliminate
- 4327 or manage the potential or actual Conflict of Interest/Commitment.
- 4328 (3) Prohibited Conflict of Interest/Commitment. There are no changes that can be
- 4329 implemented to eliminate or reduce the conflict to a manageable level. In that
- 4330 case, the employee cannot engage in such Outside Activity.
- 4331

- 4332 (c) Disclosure of an Outside Activity.
- 4333 Regardless of whether the Outside Activity occurs during a University assignment
- 4334 or appointment, an employee must disclose the Outside Activity through the
- 4335 Outside Activity/Conflict of Interest form located in the FIU Employee Portal and
- 4336 receive approval from all approvers before engaging in the Outside Activity. The
- 4337 employee is required to disclose under the following circumstances:
- 4338 (1) After accepting an offer of hire or within thirty (30) days from the date of hire by
- 4339 the University unless the date of hire coincides with the annual disclosure period;
- 4340 (2) During the annual disclosure period (typically during the fall) even if the
- 4341 employee has no Outside Activity;
- 4342 (3) Before engaging in or committing to engage in a new Outside Activity which
- 4343 occurs after the annual disclosure period; or
- 4344 (4) When there has been a significant change in a previously reported Outside
- 4345 Activity.
- 4346

4347 (d) Failure to Disclose
4348 Employees are not permitted to engage in any Outside Activity without prior
4349 approval. Failure to disclose may lead to appropriate discipline. Any employee
4350 who is participating in an externally funded sponsored research project is required
4351 to disclose or be suspended without pay pending the outcome of an investigation
4352 which shall not exceed sixty (60) days. Upon the conclusion of the investigation,
4353 FIU may terminate the employee as required by Florida law.
4354

4355 (e) Expedited Dispute Resolution Procedure.
4356 In the event the proposed outside activity is determined to constitute a conflict of
4357 interest, and the employee disagrees with that determination, the employee may
4358 file a complaint under the Expedited Dispute Resolution procedure contained in
4359 the BOT-UFF Policy for Neutral, Internal Resolution of Policy Disputes.
4360

4361 (f) Use of University Resources.
4362 An employee engaging in any Outside Activity shall not use FIU employees,
4363 students, facilities, equipment, or services (University resources) in connection
4364 with such Outside Activity without prior approval of the President or designee.
4365 Approval for the use of University resources may be conditioned upon
4366 reimbursement for the use thereof.
4367

4368 (g) No University Affiliation.
4369 An employee engaging in Outside Activity shall take reasonable precautions to
4370 ensure that the outside employer or other recipient of services understands that
4371 the employee is engaging in such Outside Activity as a private citizen and not as an
4372 employee, agent, or spokesperson of the University. Such precautions include,
4373 but are not limited to, first obtaining a written license agreement to use any FIU
4374 trademarks from FIU External Relations, Strategic Communications and Marketing
4375 prior to any FIU trademark being used.
4376
4377

4378 **BOT-UFF Policy 13** OTHER EMPLOYEE RIGHTS

4379

4380 **P13.1** Professional Meetings. Employees should be encouraged to and may, with the approval
4381 of the supervisor, attend professional meetings, conferences, and activities. Subject to the
4382 availability of funds, the employee's expenses in connection with such meetings, conferences, or
4383 activities shall be reimbursed in accordance with the applicable provisions of State law and rules
4384 and regulations having the force and effect of law.

4385

4386 **P13.2** Office Space. Each employee shall be provided with office space which may be on a
4387 shared basis. The parties recognize the desirability of providing each employee with enclosed
4388 office space with a door lock, office equipment commensurate with assigned responsibilities,
4389 and ready access to a telephone. Each employee shall, consistent with building security, have
4390 reasonable access to the employee's office space and laboratories, studios, music rooms, and
4391 the like used in connection with assigned responsibilities; this provision may require that campus
4392 security provide access on an individual basis. Before an employee's office location is changed, or
4393 before there is a substantial alteration to an employee's office to a degree that impedes the
4394 employee's work effectiveness, the affected employee shall be notified, if practicable, at least
4395 one (1) month prior to such change.

4396

4397 **P13.3** Safe Conditions. Whenever an employee reports a condition which the employee feels
4398 represents a violation of safety or health rules and regulations or which is an unreasonable
4399 hazard to persons or property, such conditions shall be promptly investigated. The appropriate
4400 administrator shall reply to the concern, in writing, if the employee's concern is communicated
4401 in writing.

4402

4403 **P13.4** Limitation on Personal Liability.

4404 (a) In the event an employee is sued for an act, event, or omission which may fall
4405 within the scope of Section 768.28, Florida Statutes, the employee should notify
4406 the President's office as soon as possible after receipt of the summons
4407 commencing the action in order that the Board may fulfill its obligation. Failure to
4408 notify the employer promptly may affect the rights of the parties.

4409

4410 (b) For information purposes, the following pertinent language of Section 768.28(9),
4411 Florida Statutes, is reproduced herein.

4412 No officer, employee, or agent of the State or its sub-divisions shall be held
4413 personally liable in tort for any injuries or damages suffered as a result of
4414 any act, event or omission of action in the scope of his employment or
4415 function unless such officer, employee or agent acted in bad faith or with
4416 malicious purpose or in a manner exhibiting wanton or willful disregard of
4417 human rights, safety or property.
4418

4419 **P13.5 Travel Advances.** The University will, to the extent permitted by State law and rule,
4420 provide travel advances, upon request, of up to eighty (80) percent of budgeted expenses
4421 for authorized travel of longer than five (5) consecutive days.

4422 **P13.6 Working Papers Rights.** Consistent with law, the provisions of this Policy and the
4423 legitimate interests of the University, employees shall have the right to control of their
4424 personal correspondence, notes, raw data, and other working papers.

4425 **P13.7 Protection for Whistleblowers.** Employees are notified that Section 112.3187,
4426 Florida Statutes, provides protection to whistleblowers and delineates their rights and
4427 responsibilities.
4428

4429 **BOT-UFF Policy 14** PROFESSIONAL DEVELOPMENT LEAVE AND SABBATICALS
4430

4431 **P14.1 Purpose of Professional Development Leave:**

4432 To provide employees who are not eligible for Sabbatical Leaves with leave opportunities
4433 to increase the employee's value to the University through enhanced opportunities for
4434 professional renewal, educational travel, formal education, research, writing, or other
4435 experience of professional value, not as a reward for service.
4436

4437 **P14.2 Policy:**

4438 (a) Professional Development Leave. Each year, the University shall make available at least
4439 one (1) professional development leave at full pay for one (1) semester or its equivalent,
4440 for example, leave at half pay for two (2) semesters for each twenty (20) eligible
4441 nontenure earning employees, subject to the conditions set forth below.
4442

4443 (b) Eligibility. All employees with three (3) or more years of full-time continuous service at
4444 FIU, except those who are serving in tenure-earning or tenured positions, shall be eligible
4445 for professional development leaves during fiscal years 2011-2012 and 2012-2013. After
4446 July 1, 2013, all employees with at least six (6) years of full-time continuous service at
4447 FIU, except those who are serving in tenure-earning or tenured positions, shall be eligible
4448 for professional development leaves. An employee who is compensated through a
4449 contract or grant may receive a professional development leave only if the contract or
4450 grant allows for such leaves and the employee meets all other eligibility requirements.
4451

4452 (c) Terms of Professional Development Leave.

4453 (1) The employee must return to the University for at least one (1) academic year
4454 following conclusion of the leave, unless other arrangements are agreed to in
4455 writing by the Provost or designee before the leave is taken. If neither of these
4456 conditions is satisfied, the employee shall be required to return to the University
4457 the salary paid the employee by the University during the leave.
4458

4459 (2) Employees will not be eligible for another professional development leave until
4460 they complete six (6) additional years of continuous service.
4461

4462 (3) An employee who fails to spend the time as stated in the application shall
4463 reimburse the University for the salary received during such leave.
4464

4465 (4) The University shall continue normal contributions to retirement and Social
4466 Security programs on a basis proportional to the salary paid the employee during
4467 the professional development leave. University contributions normally made to
4468 employee insurance programs and other employee benefit programs shall be
4469 continued during the professional development leave.
4470

4471 (5) Eligible employees shall accrue vacation leave, if applicable, and sick leave on a
4472 fulltime basis during the professional development leave.
4473

4474 (6) The employee must provide a brief written report of the employee's
4475 accomplishments during the professional development leave to the President or
4476 designee upon return to the University.
4477

4478 (7) While on leave, an employee shall be permitted to receive funds for travel and
4479 living expenses, and other professional development leave-related expenses,
4480 from sources other than the University, such as fellowships, grants-in-aid, and
4481 contracts and grants, to assist in accomplishing the purposes of the professional
4482 development leave. Receipt of non-salary funds for such purposes shall not result
4483 in reduction of the employee's University salary but must be reported to the
4484 University in advance of the professional development leave, if practicable.
4485 Grants for such financial assistance from other sources may, but need not, be
4486 administered through the University. If financial assistance is received in the
4487 form of salary, the University salary shall normally be reduced by the amount
4488 necessary to bring the total salary of the professional development leave period
4489 to a level comparable to the employee's current year salary rate. Employment
4490 unrelated to the purpose of the professional development leave is governed by
4491 the provisions of the BOT-UFF Policy on Conflict of Interest/Outside Activity.
4492

4493 P14.3 Procedures

4494 (a) Application and Selection.

4495 (1) Application for professional development leave shall be submitted on the FIU
4496 Professional Development Leave Application Form found on the Academic Affairs
4497 website (http://academic.fiu.edu/faculty_resources.html). No professional
4498 development leave will be awarded without a completed application form. Each
4499 application shall contain an appropriate description of the project or work to be
4500 accomplished during the leave; an indication why the applicant believes the
4501 product or work to be undertaken will improve the productivity of the
4502 department or improve their professional contribution to the department/unit of
4503 which the applicant is a part; any anticipated supplementary income, and a
4504 statement that the applicant agrees to comply with the conditions of the
4505 professional development leave. Thereafter, the applicant's supervisor may
4506 submit a letter of endorsement supporting their request and noting expected
4507 benefits to the unit.
4508

4509 (2) The University shall select applicants on the basis of whether completion of the
4510 project or work would enhance the employee's contributions to the employee's
4511 department/academic unit. Completed application forms must be received by
4512 the Provost or designee by the announced deadline for consideration for the
4513 following academic year. The application deadline dates are generally in
4514 October/November prior to the academic year beginning in August.
4515

4516 (3) The Provost will appoint a committee that will evaluate and rank order the
4517 applications. No member of the committee shall also be an applicant for a
4518 professional development leave. The chairperson of the committee will be
4519 elected by a vote of a majority of at least a quorum of the members of the
4520 committee. The committee will develop its ranking based on the specific criteria
4521 that completion of the project would improve the productivity of the
4522 department of which the employee is a part. The committee, in ranking the
4523 applicants, shall also consider the benefits of the proposed program to the
4524 employee, the University and the profession; an equitable distribution of
4525 professional development leaves among colleges, divisions, schools,
4526 departments and disciplines within the University; the length of time since the
4527 employee was relieved of other assigned duties for the purpose of professional
4528 development; and the length of service since the previous professional
4529 development leave or initial appointment. The committee shall submit a ranked
4530 list of recommended employees to the Provost or designee. The Provost or
4531 designee shall make appointments from the list and shall notify the committee
4532 chairperson. In the event the Provost does not follow the committee's ranking,
4533 the committee chair may request to consult with the Provost or his designee
4534 prior to making the appointment.
4535

4536 (4) No more than one (1) employee in each department/unit need be granted leave
4537 at the same time.
4538

4539 (b) Notification of employees. Eligible employees shall be notified annually by January
4540 15 regarding eligibility requirements and application deadlines. Applicants shall be
4541 notified as to whether or not their proposed leaves have been granted no later
4542 than March 15.
4543

4544 **P14.4 Purpose of Sabbatical Leaves**

4545 Sabbaticals are granted to increase tenured faculty members' value to the University
4546 through enhanced opportunities for planned travel, research, writing, professional
4547 renewal, study, formal education or other experiences of professional value. Sabbaticals
4548 are not granted as a reward for service.
4549

4550 **P14.5 Policy:**

4551 **(a) Types of Sabbaticals:**

4552 (1) Competitive Sabbaticals. Each year, the University shall make available at least
4553 one (1) sabbatical, at full pay for one (1) semester and one (1) sabbatical at two-
4554 thirds pay for two semesters for each forty (40) tenured employees.
4555

4556 (2) Non-Competitive Sabbaticals. The University shall make available to each
4557 tenured employee whose application has been received and reviewed by the
4558 University, a sabbatical for two (2) semesters (i.e., one (1) academic year) at half-
4559 pay or its equivalent, subject to the conditions set forth in this Policy.
4560

4561 **(b) Eligibility for Sabbaticals:** Full-time tenured employees with at least six (6) years of
4562 full-time, continuous service with FIU shall be eligible for competitive full-pay
4563 sabbatical leave, non-competitive sabbaticals, and two-thirds pay sabbatical leave.
4564 A tenured employee who is compensated through a contract or grant may receive
4565 a sabbatical leave only if the contract or grant allows a sabbatical and the
4566 employee meets all other eligibility requirements.
4567

4568 **(c) Terms of Sabbatical Program:**
4569

4570 (1) No more than one (1) faculty in a department/unit need be awarded a sabbatical
4571 at the same time.
4572

4573 (2) The employee must return to the University for at least one academic year
4574 following participation in the program unless other arrangements are agreed to
4575 in writing and approved by the Provost prior to participation. If neither of these
4576 conditions is satisfied, the employee must return to the University any salary
4577 received from the University during their participation during the sabbatical.
4578

4579 (3) Within thirty (30) days after returning from a sabbatical, the employee must
4580 provide a brief written report to the Provost of the employee's accomplishments
4581 during the sabbatical. This report shall include information regarding the
4582 activities undertaken during the sabbatical, the results accomplished as they
4583 affect the employee and the University, and the research or other scholarly work
4584 produced or expected to be produced as a result of the sabbatical.
4585

4586 (4) Employees who have received a sabbatical shall not normally be eligible for
4587 another sabbatical until six (6) years of continuous service at FIU following the
4588 completion of the previous sabbatical.
4589

4590 (5) University contributions normally made to retirement and Social Security
4591 programs shall be continued during the sabbatical leave on a basis proportional
4592 to the salary received. University contributions normally made to employee
4593 insurance programs and any other employee benefit programs shall be
4594 continued during the sabbatical.
4595

4596 (6) Eligible employees shall continue to accrue vacation and sick leave on a full-time
4597 basis during the sabbatical leave.

4598 (7) While on leave, an employee shall be permitted to receive funds for travel and
4599 living expenses, and other sabbatical-related expenses, from sources other than
4600 the University, such as fellowships, grants-in-aid, and contracts and grants, to
4601 assist in accomplishing the purposes of the sabbatical. Receipt of funds for such
4602 purposes shall not result in a reduction of the employee's University salary, but
4603 shall be reported to the employee's supervisor in advance, if practicable, of the
4604 sabbatical. If financial assistance in the form of salary is received during the
4605 sabbatical, the University salary shall normally be reduced by the amount
4606 necessary to bring the total salary of the sabbatical period to a level comparable
4607 to the employee's current year salary rate.
4608

4609 Employment unrelated to the purpose of the sabbatical leave is governed by the
4610 BOT-UFF Policy on Conflict of Interest/Outside Activity.

4611 **P14.6 Procedures:**

4612 (a) Applications

4613 (1) Applications for sabbaticals must be submitted on the FIU Sabbatical Application Form
4614 found on the Academic Affairs website
4615 (http://academic.fiu.edu/faculty_resources.html). No Sabbatical will be awarded
4616 without a completed application form. Each application shall include a statement
4617 describing the program and activities to be followed while on sabbatical, the
4618 expected increase in value of the employee to the University and the employee's
4619 academic discipline, specific results anticipated from the leave, any anticipated
4620 supplementary income, and a statement that the applicant agrees to comply
4621 with the conditions of the sabbatical program as described in this Policy.
4622

4623 (2) Applications shall be submitted to the Office of the Provost with a copy filed with
4624 the appropriate dean/director who will in turn, provide evaluative comments and
4625 a recommendation to the Office of the Provost.
4626

4627 (3) Completed application forms must be received by the Office of the Provost by
4628 the announced deadline for consideration for the following academic year. The
4629 application deadline dates are generally in October/November prior to the
4630 following academic year beginning in August.
4631

4632 **(b) Selection**

4633 (1) Sabbaticals at half-pay shall be granted unless the University has determined that
4634 the conditions set forth in this Policy have not been met or that
4635 departmental/staffing considerations preclude such sabbatical from being
4636 granted. In this latter instance, the employee shall be provided the sabbatical in
4637 the following year, or at a later time as agreed to by the employee and the
4638 University. The period of postponement shall be credited for eligibility for a
4639 subsequent sabbatical.
4640

4641 (2) If there are more applications for competitive sabbaticals than available
4642 competitive sabbaticals, a University Sabbatical Committee elected every two (2)
4643 years by and from the tenured employees shall rank the applicants. The
4644 committee shall include at least one representative from each of the various
4645 colleges and schools. No member of the committee shall also be an applicant for
4646 a sabbatical. The chairperson of the University Sabbatical Committee shall be
4647 elected by members of the committee. The committee, in ranking the applicants,
4648 shall consider the benefits of the proposed program to the employee, the
4649 University and the profession; an equitable distribution of sabbaticals among
4650 colleges, divisions, schools, departments and disciplines within the University;
4651 the length of time since the employee was relieved of teaching duties for the
4652 purpose of research and other scholarly/creative/professional activities; and
4653 length of service since previous sabbatical or initial appointment. The Committee
4654 shall submit a ranked list of recommended employees to the Provost or
4655 representative. The Provost or designee shall make appointments from the list
4656 and shall notify the committee chairperson. In the event the Provost does not
4657 follow the committee's ranking, the committee chair may request to consult with
4658 the Provost or his designee prior to making the appointment.
4659

4660 (3) If there are fewer applications for competitive sabbaticals than available
4661 competitive sabbaticals, the University sabbatical committee shall make a
4662 recommendation to the Provost or representative how many sabbaticals should
4663 be awarded based on the quality of the applications.
4664

4665 (4) The Provost or designee will review the non-competitive sabbatical applications
4666 (half pay/two semesters) for compliance with the eligibility requirements set
4667 forth in this Policy.
4668

4669 (c) Notification of Employees. Eligible employees shall be notified annually by January
4670 15 regarding eligibility requirements and application deadlines for sabbatical
4671 leaves. Applicants shall be notified as to whether or not their proposed leaves
4672 have been granted no later than March 15. Applicants shall notify the Provost of
4673 their acceptance of their awards within two weeks of receiving notification.
4674

4675 **P14.7 Purpose of Other Study Leave and Retraining:**

4676 Other study leave and retraining may be provided when it is in the University's best
4677 interests to make such opportunities available.
4678

4679 **P14.8 Policy:**

4680 (a) Job-required. An employee required to take academic course work or participate in
4681 professional development activities as part of assigned duties shall not be required to
4682 charge time spent attending classes during the workday to accrued leave.
4683

4684 (b) Job-Related. An employee may, at the discretion of the supervisor, be permitted to
4685 attend up to six (6) credit hours of course work per semester or participate in an
4686 equivalent number of hours of professional development during the workday, provided
4687 that the course work or professional development is directly related to the employee's
4688 assigned responsibilities and the supervisor determines that attending classes or
4689 professional development activities will not interfere with the proper operation of the
4690 employee's department/academic unit. Employees may, in accordance with this Policy
4691 and the BOTUFF Policy on Leaves, use accrued annual leave for job-related study.
4692

4693 (c) Retraining. The University may, at its discretion, provide opportunities for retraining of
4694 employees. Such opportunities may be provided to employees who are laid off, to those
4695 who are reassigned, or in other appropriate circumstances. These retraining
4696 opportunities may include enrollment in tuition-free courses under the provisions of the
4697 BOT-UFF Policy on Benefits and/or Sabbaticals or Professional Development Leave.

4698 **BOT-UFF Policy 15 BENEFITS**

4699

4700 **P15.1** Benefits Improvements. The Board and UFF support legislation to provide adequate and
4701 affordable health insurance to all employees.

4702 **P15.2** Part-Time Employees. Part-time employees, except those in positions funded from Other
4703 Personal Services funds, are entitled to employer-funded benefits under the provisions of
4704 applicable law and rules. Part-time employees should contact the FIU personnel office to
4705 determine the nature and extent of the benefits for which they are eligible.

4706 **P15.3** Retirement Credit. Retirement credit for employees who are authorized to take
4707 uncompensated or partially compensated leaves of absence shall be granted in accordance with
4708 applicable law and rules as they may exist at the time leave is granted. The current Florida
4709 Retirement System rules also require that to receive full retirement credit, the employee on
4710 uncompensated or partially compensated leave must make payment of the retirement
4711 contribution that would otherwise be made by the University, plus interest, if applicable.
4712 Employees who are to take such a leave of absence should contact the FIU personnel office for
4713 complete information prior to taking the leave.

4714 **P15.4** Benefits for Retired Employees.

4715 (a) Employees retired from FIU shall be eligible, upon request, and, except where otherwise
4716 specified in this Policy, on the same basis as other employees, subject to University
4717 policies, to receive the following benefits at FIU.

4718 (1) Retired employee identification card;

4719 (2) Use of the University library (i.e., public rooms, lending and research service);

4720 (3) Listing in the University directory;

4721 (4) Placement on designated University mailing lists;

4722

4723 (5) A University faculty-staff parking decal without charge;

4724

4725 (6) Use of University recreational facilities (retired employees may be charged fees
4726 different from those charged to other employees for the use of such facilities);

4727 (7) The right to enroll in courses without payment of fees, on a space available basis
4728 in accordance with the provisions of Section 1009.26(4) Florida Statutes;

4729

4730 (8) A mailbox in the department/unit from which the employee retired, subject to
4731 space availability;

4732

4733 (9) A University e-mail address; and

4734

4735 (10) Emeritus status normally shall be reserved for those employees who retire after
4736 a minimum of five years of employment at FIU. An award of emeritus status shall
4737 be based on the employee's past contributions to the University and the
4738 profession demonstrated through a record of outstanding teaching, research, or
4739 service, and to have consistently upheld the principles of academic responsibility
4740 as outlined in Article 5 subsection 3. The decision to grant emeritus status shall
4741 be made upon the employee's request to his or her chair or supervisor and
4742 pursuant to a vote by the faculty within the employee's department/unit
4743 according to criteria and procedures developed by employee's college, school or
4744 other appropriate academic unit, and subject to the approval of the Dean of the
4745 appropriate academic unit and the Provost, which approvals shall not
4746 unreasonably be withheld. The University shall act upon the employee's request
4747 within sixty (60) days of the beginning of the Fall or Spring semester following
4748 the employee's request or within sixty (60) days of the beginning of the Fall or
4749 Spring semester following the employee's retirement, whichever is later.

4750

4751 (b) In accordance with University policy, and on a space available basis, the University
4752 is encouraged to grant a retired employee's request for office or laboratory space.

4753

4754 (c) With the exception of retirees who participated in the Optional Retirement
4755 Program and for whom provisions have been made, as stipulated in Section 5(a) of
4756 this Policy, retired employees of any State-administered retirement system are
4757 entitled to health insurance subsidy payments in accordance with Section
4758 112.363, Florida Statutes.

4759

4760 P15.5 Optional Retirement Program.

4761 (a) An Optional Retirement Program is provided for employees in accordance
4762 with Florida Statutes and applicable rules of the Division of Retirement
4763 including the following provisions:

4764 (1) Faculty and A&P employees who are in the collective bargaining unit and
4765 otherwise eligible for membership in the Florida Retirement System.

4766 (2) Any employee whose Optional Retirement Program eligibility results from initial
4767 employment will be enrolled as a member of the Optional Retirement Program.
4768 If the employee does not execute an annuity contract with an Optional
4769 Retirement Program approved provider and notify the Division of Retirement in
4770 writing within 90 days, the employee will be enrolled as a member of the Florida
4771 Retirement System.

4772 (3) No accrued service credit or vested retirement benefits will be lost if an
4773 employee participates in the Optional Retirement Program;

4774 (4) Benefits under the Optional Retirement Program shall be fully and immediately
4775 vested in the participating employees;

4776 (5) The employer shall contribute to the Optional Retirement Program, on behalf of
4777 each employee participating in the program, an amount equal to the normal cost
4778 portion of the employer's contribution to the Florida Retirement System, as well
4779 as an amount equal to the employer's contribution to the Retiree Health
4780 Insurance Subsidy program on behalf of non-Optional Retirement participants
4781 (see Section 112.363(8), Florida Statutes), less a reasonable and necessary
4782 amount, as determined by the Legislature, which shall be provided to the
4783 Division of Retirement for administering the program; and
4784

4785 (6) A participating employee may contribute to the Optional Retirement Program, by
4786 salary reduction or deduction, a percentage amount of the employee's gross
4787 compensation not to exceed the percentage amount contributed by the
4788 employer to the Optional Retirement Program, but in no case may such
4789 contribution exceed federal limitations.
4790

4791 (b) The parties agree to inform eligible employees regarding the existence and impact
4792 of the Optional Retirement Program upon their retirement benefits.
4793

4794 (c) If the UFF is concerned with the performance of any aspect of the Optional
4795 Retirement Program, whether administered by the Board or another State agency,
4796 the UFF has a right to consult with the Board regarding such concern. As a result
4797 of such consultation, the parties may agree to an approach to address the concern
4798 if it lies outside the Board's statutory authority.
4799

4800 **P15.6 Phased Retirement Program.**

4801 (a) Eligibility.

4802 (1) Employees who have accrued at least six (6) years of creditable service in the
4803 Florida or Teachers Retirement System (FRS, TRS) or Optional Retirement
4804 Program (ORP), except those employees referenced in 6(a)(2), are eligible to
4805 participate in the Phased Retirement Program. Such eligibility shall expire on the
4806 employee's birthday at which the employee becomes eligible to receive full
4807 social security benefits. Employees who decide to participate must provide
4808 written notice to the University of such decision prior to the expiration of their
4809 eligibility, or thereafter forfeit such eligibility. Employees who choose to
4810 participate must retire with an effective date not later than 180 days, nor less
4811 than ninety (90) days, after they submit such written notice, except that when
4812 the end of this 180 day period falls within a semester, the period may be
4813 extended to no later than the beginning of the subsequent term (semester or
4814 summer, as appropriate).
4815

4816 (2) Employees not eligible to participate in the Phased Retirement Program include
4817 those who have received notice of non- reappointment, layoff, or termination,
4818 and those who participate in the State's Deferred Retirement Option Program
4819 (DROP).
4820

4821 (b) Program Provisions.

4822 (1) All participants must retire and thereby relinquish all rights to tenure/permanent
4823 status as described in the BOT-UFF Agreement, except as stated otherwise in this
4824 Policy. Participants' retirement benefits shall be determined as provided under
4825 Florida Statutes and the rules of the Division of Retirement.
4826

4827 (2) Payment for Unused Leave. Participants shall, upon retirement, receive payment
4828 for any unused annual leave and sick leave to which they are entitled.
4829

- 4830 (3) Re-employment.
- 4831 a) Prior to re-employment, participants in the Phased Retirement Program must
- 4832 remain off the FIU payroll for at least six (6) months following the effective date
- 4833 of retirement in order to validate their retirement, as required by the Florida
- 4834 Division of Retirement. Participants must comply with the re-employment
- 4835 limitations of the Florida Retirement System (which includes ORP).
- 4836
- 4837 b) Participants shall be offered re-employment, in writing, by the University under
- 4838 an Other Personal Services (OPS) contract for onehalf of the academic year;
- 4839 however, the University and employee may agree to less than one-half of the
- 4840 academic year. The written reemployment offer shall contain the text of
- 4841 Section 6(b)(3)d) below.
- 4842
- 4843 c) Compensation during the period of re-employment shall be at a salary
- 4844 proportional to the participant's salary prior to retirement, including an amount
- 4845 comparable to the pre-retirement employer contribution for health and life
- 4846 insurance and an allowance for any taxes associated with this amount. The
- 4847 assignment shall be scheduled within one (1) semester unless the participant
- 4848 and the University agree otherwise, beginning with the academic year next
- 4849 following the date of retirement and subject to the condition outlined in a).
- 4850
- 4851 d) Participants shall notify the University in writing regarding acceptance or
- 4852 rejection of an offer of re-employment not later than thirty (30) days after the
- 4853 employee's receipt of the written re-employment offer. Failure to notify the
- 4854 University regarding re-employment may result in the employee's forfeiting re-
- 4855 employment for that academic year.
- 4856
- 4857 (4) Leave for Illness/Injury.
- 4858 a) Each participant shall be credited with five (5) days of leave with pay at the
- 4859 beginning of each full-time semester appointment. For less than full-time
- 4860 appointments, the leave shall be credited on a pro-rata basis with the assigned
- 4861 FTE. This leave is to be used in increments of not less than four (4) hours ($\frac{1}{2}$
- 4862 day) when the participant is unable to perform assigned duties as a result of
- 4863 illness or injury of the participant or a member of the participant's immediate
- 4864 family. For the purposes of this Section, "immediate family" means the spouse,
- 4865 domestic partner, and the grandparents, parents, brothers, sisters, children,
- 4866 and grandchildren of the participant, and/or the participant's spouse, domestic
- 4867 partner, or other dependents of the participant, participant's spouse or
- 4868 domestic partner living in the household.
- 4869

4870 b) Such leave may be accumulated; however, upon termination of the post-
4871 retirement re-employment period, the participant shall not be reimbursed for
4872 unused leave.
4873

4874 (5) Personal Non-Medical Leave.

4875 Each participant who was on a twelve (12) month appointment upon entering
4876 the Phased Retirement Program and whose assignment during the period of re-
4877 employment is the same as that during the twelve (12) month appointment shall
4878 be credited with five (5) days of leave with pay at the beginning of each full-time
4879 semester appointment. This leave is to be used in increments of not less than
4880 four (4) hours ($\frac{1}{2}$ day) for personal reasons unrelated to illness or injury. Except
4881 in the case of emergency, the employee shall provide at least two (2) days'
4882 notice of the intended leave. Approval of the dates on which the employee
4883 wishes to take such leave shall be at the discretion of the supervisor and shall be
4884 subject to the consideration of departmental and organizational scheduling. Such
4885 leave shall not be accumulated, nor shall the participant be reimbursed for
4886 unused leave upon termination of the post- retirement period.
4887

4888 (6) Re-employment Period.

4889 a) The period of re-employment obligation shall extend over five (5) consecutive
4890 academic years, beginning with the first day of classes of the Fall or Spring
4891 semester next following the effective date of retirement and the fulfillment of
4892 the six (6) months retirement validation period described in Paragraph (3),
4893 above. No further notice of cessation of employment is required.
4894

4895 b) The period of re-employment obligation shall not be shortened by the
4896 University, except under the provisions of BOT-UFF Policy on Disciplinary Action
4897 and Job Abandonment. During the period of reemployment, participants are to
4898 be treated, based on status at point of retirement, as tenured status employees
4899 or non-tenure-earning status employees with five (5) or more years of
4900 continuous service, as appropriate, for purposes of the Layoff and Recall
4901 provisions of the BOT-UFF Agreement.
4902

4903 (7) Declining Re-employment. A participant may decline an offer of reemployment
4904 during any academic year. Such a decision shall not extend the period of re-
4905 employment beyond the period described in this Policy. At the conclusion of the
4906 re-employment period, the University may, at its option, continue to re-employ
4907 participants in this program on a year-to-year basis.
4908

4909 (8) Salary Increases. Participants shall receive all increases guaranteed to employees
4910 in established positions, in an amount proportional to their part-time
4911 appointment, and shall be eligible for non-guaranteed salary increases on the
4912 same basis as other employees.
4913

4914 (9) Preservation of Rights. Participants shall retain all rights, privileges, and benefits
4915 of employment, as provided in laws, rules, the BOT-UFF Agreement, and BOT-
4916 UFF Policies and other University policies, subject to the conditions contained in
4917 this Policy.
4918

4919 (10) Payroll Deductions. The UFF payroll deductions, as specified in the BOTUFF
4920 Agreement, if applicable, shall be continued for a program participant during
4921 each re-employment period.
4922

4923 (11) Contracts and Grants. Nothing shall prevent the employer or the participant,
4924 consistent with law and rule, from supplementing the participant's employment
4925 with contracts or grants.
4926

4927 (12) The decision to participate in the Phased Retirement Program is irrevocable after
4928 the required approval document has been executed by all parties.
4929

4930 **P15.7 Free University Courses for Employees.** Full-time employees, including employees
4931 on sabbaticals or on professional development or grants-in-aid leave, their spouses and
4932 dependent children under the age of twenty-five (25) may enroll for a combined
4933 maximum of up to ten (10) credit hours of FIU instruction per term (Fall, Spring, or
4934 Summer), with employees enrolling in no more than six (6) credit hours of the total 10
4935 (ten) credit hours per term, without payment of the in-state portion of tuition, tuition
4936 differential, or the following fees: financial aid fees, capital improvement trust fund fees,
4937 building fees, athletic fees, activity and service fees. Free university courses provided
4938 pursuant to this paragraph will be subject to the following conditions:
4939

4940 (a) Dependent children under the age of twenty-five (25) must be admitted to FIU as
4941 degree seeking undergraduate or graduate students.
4942

4943 (b) Employees and spouses may enroll either as degree-seeking students or as special
4944 students on a space available basis.
4945

- 4946 (c) An application on the form attached as Appendix G, Attachment 5 (for employee)
4947 or as Appendix G, Attachment 6 (for spouse or dependent child under the age of
4948 25) must be provided before the first week of classes to Human Resources, who
4949 will verify eligibility for the waiver of tuition and fees.
4950
- 4951 (d) Employees should discuss with their supervisors their intent to take classes and
4952 should schedule classes during non-working hours to ensure there is no conflict
4953 with assigned responsibilities. When a desired class cannot be scheduled during
4954 non-working hours, the supervisor may allow the employee to use annual leave or
4955 modify his or her assignment based on departmental needs.
4956
- 4957 (e) Enrollment must be in regular lecture or laboratory courses, thesis or dissertation,
4958 directed individual studies, directed research courses or internships. College of
4959 Law, College of Medicine, and continuing education courses are excluded. The
4960 tuition and fee waiver shall not apply to tuition and fees for courses restricted to
4961 students who are admitted as majors in the following limited access degree
4962 programs that have limited enrollments: Bachelor of Science in Hospitality
4963 Management, Bachelor of Science in Nursing, Bachelor of Arts/Fine Arts in
4964 Theater, and Bachelor of Science in Dietetics and Nutrition.
4965
- 4966 (f) A maximum of thirty (30) credits will be covered for dissertation courses
4967 (79807989).
4968
- 4969 (g) A maximum of nine (9) credits will be covered for thesis courses (6970-6979),
4970
- 4971 (h) The employee will be responsible for paying the tuition and fees for any courses
4972 dropped (except for courses dropped on an emergency basis) by the employee,
4973 his or her spouse or dependent child under the age of twenty-five (25) after the
4974 official Drop/Add period during the first week of classes. If the individual
4975 withdraws from the university before the end of the last day to withdraw from the
4976 University with a 25% refund of tuition, the employee will be responsible for
4977 paying that portion of tuition and fees that is not subject to refund.
4978
- 4979 (i) A student enrolled in an "A-F" graded course must receive a grade of "C" or better
4980 in any undergraduate level course or a grade of "B" or better in any graduate level
4981 course. A student enrolled in a "P-F" graded course must receive a "P". Receipt of
4982 a lower grade will result in the employee's being charged for the course.
4983

4984 **P15.8 Tuition Reimbursement**

4985

4986 **(a) Purpose of Tuition Reimbursement:**

4987 To provide employees who do not have the terminal degree the opportunity to
4988 increase the employee's value to the University, not as a reward for service.

4989

4990 **(b) Policy:**

4991

4992 (1) Tuition Reimbursement. The University will reimburse eligible employees who lack a
4993 terminal degree reimbursement for tuition expenses incurred while earning a terminal
4994 degree at another fully accredited university, subject to the conditions set forth below.
4995 The University is not required to accept more than seven (7) employees for this
4996 program in any academic year.

4997

4998 (2) The reimbursement shall not exceed the equivalent tuition cost of up to six (6) credits
4999 per semester at FIU.

5000

5001 (3) Eligibility. All employees with two (2) or more years of full-time continuous service at
5002 FIU and who do not hold a terminal degree in their discipline shall be eligible to apply
5003 for tuition reimbursement under this program.

5004

5005 (4) Terms of Tuition Reimbursement. The employee must return to the University for at
5006 least one (1) academic year following the reimbursement, if requested by the
5007 University. If this condition is not met the employee may be required to return to the
5008 University the full amount reimbursed under this program.

5009

5010 **P15.9 Procedures**

5011

5012 **(a) Application and Selection.**

5013 (1) Application for tuition reimbursement shall be submitted on the Application
5014 Form found on the Academic Affairs website provost.fiu.edu. Each application
5015 shall contain a vita showing educational background and documentation of
5016 acceptance into the terminal degree program and a statement that the applicant
5017 agrees to comply with the conditions of the tuition reimbursement program. The
5018 applicant's supervisor may submit a letter of endorsement supporting the
5019 request and noting expected benefits to the unit.

5020

5021 (2) The University shall select applicants on the basis of whether completion of the
5022 project or work would enhance the employee's contributions to the employee's
5023 department/academic unit. Completed application forms must be received by
5024 the Provost or designee by the announced deadline for consideration for the
5025 following academic year. The application deadline date shall be April 1.
5026

5027 (3) If there are more qualified applicants than the University will fund in a given
5028 year, the Provost will appoint a committee that will evaluate and rank order the
5029 applications. This may be the same committee as appointed to evaluate and
5030 recommend Professional Development leave applications. The chairperson of
5031 the committee will be elected by a vote of a majority of at least a quorum of the
5032 members of the committee. The committee will develop its ranking based on
5033 the specific criteria that completion of the project would improve the
5034 productivity of the department of which the employee is a part. The committee,
5035 in ranking the applicants, shall also consider the benefits of the proposed
5036 program to the employee, the University and the profession. The committee
5037 shall submit a ranked list of recommended employees to the Provost or
5038 designee. The Provost or designee shall make selections from the list and shall
5039 notify the committee chairperson. In the event the Provost does not follow the
5040 committee's ranking, the committee chair may request to consult with the
5041 Provost or his designee prior to making the selection.
5042

5043 (b) Notification of employees. Eligible employees shall be notified annually by November 1
5044 regarding eligibility requirements and application deadlines.
5045

5046 (c) At the completion of each semester while enrolled in the terminal degree program, the
5047 employee must present documentation to the Provost or designee showing the
5048 successful completion of the course(s), progress toward the degree, and the tuition cost
5049 incurred. The University will reimburse the employee for the documented tuition
5050 expense for those courses, subject to the conditions set forth in this article. The
5051 reimbursement will be paid to the employee within 60 days of receipt of this
5052 documentation.
5053

5054 **P15.10** Employee Assistance Programs. The University, as part of its Employee
5055 Assistance Program (EAP), will provide assessment, referral, follow-up consultation,
5056 short-term counseling, and other services for employees with personal, family, job stress,
5057 or substance abuse problems. Any policies created or revised by the University in the
5058 development or operation of its EAP shall be bargained with the UFF Chapter.
5059

5060 **P15.11** Pre-tax Benefits Program. The Board shall continue to provide a pre-tax
5061 benefits program for salaried FIU employees, which include the opportunity to: (1) pay
5062 for their State insurance premiums on a pre-tax basis and, (2) utilize flexible spending
5063 accounts for medical and dependent care expenses.
5064

5065 **BOT-UFF Policy 16 NEUTRAL, INTERNAL RESOLUTION OF POLICY**
5066 **DISPUTES**
5067

5068 **P16.1 Purpose:**

5069 To establish and maintain a process for resolving disputes concerning BOT-UFF Policies.
5070

5071 **P16.2 Policy:**

5072

5073 **(a) Policy/Informal Resolution.**

5074 The parties agree that all problems should be resolved, whenever possible, before
5075 the filing of a complaint but within the time limits for filing complaints stated
5076 elsewhere in this Policy, and encourage open communications between
5077 administrators and employees so that resort to the formal neutral, internal policy
5078 dispute resolution will not normally be necessary. The parties further encourage
5079 the informal resolution of complaints whenever possible. At each step in the
5080 neutral, internal policy dispute resolution process, participants are encouraged to
5081 pursue appropriate modes of conflict resolution. The purpose of this Policy is to
5082 promote a prompt and efficient procedure for the investigation and resolution of
5083 complaints. The procedures hereinafter set forth shall be the sole and exclusive
5084 method for resolving the complaints of employees as defined herein.
5085

5086 **(b) Resort to Other Procedures and Election of Remedy.**

5087 (1) The filing of a complaint constitutes a waiver of any rights to judicial review of
5088 agency action pursuant to Chapter 120, Florida Statutes, or to the review of such
5089 actions under University procedures that may otherwise be available to address
5090 such matters. For rights or benefits that are provided exclusively by a BOT-UFF
5091 Policy this neutral, internal dispute resolution procedure shall be the sole review
5092 mechanism. Only those acts or omissions and sections of the BOT-UFF Policies
5093 identified at the initial filing may be considered at subsequent steps.
5094

5095 (2) Except where an employee files a grievance alleging violations of the BOT-UFF
5096 Agreement in connection with the same act or omission pursuant to the
5097 Grievance and Arbitration provisions of the BOT-UFF Agreement, if prior to
5098 seeking resolution of a dispute by filing a complaint hereunder, or while the
5099 Policy Dispute Resolution process is in progress, an employee requests, in
5100 writing, the same remedy of the matter in any other forum, whether
5101 administrative (including the Public Employees Relations Commission) or judicial,
5102 the University shall have no obligation to entertain or proceed further with the
5103 complaint pursuant to this Policy. As an exception to this provision, a
5104 complainant may file an EEOC charge while a complaint is in progress when such
5105 filing becomes necessary to meet federal filing guidelines pursuant to 42 U.S.C.
5106 §2000e et. seq. Further, since the parties do not intend that this Neutral, Internal
5107 Resolution of Policy Disputes procedure be a device for appellate review, the
5108 President's response to a recommendation of a hearing officer or other
5109 individual or group having appropriate jurisdiction in any procedure other than
5110 the Neutral, Internal Resolution of Policy Disputes procedure shall not be an act
5111 or omission giving rise to a complaint under this Policy.
5112

5113 **(c) Definitions and Forms. As used in this Policy:**

5114 (1) Complaint. The term “complaint” shall mean a dispute concerning the
5115 interpretation or application of a specific term or provision of a BOT-UFF Policy
5116 appended to the BOT-UFF Agreement, subject to those exclusions appearing in
5117 the Policy. A complaint shall be filed on a Complaint Form, attached to this
5118 Policy.
5119

5120 (2) Complainant. The term “complainant” shall mean an employee or group of
5121 employees who has/have filed a complaint in a dispute over a provision of a
5122 BOTUFF Policy that confers rights upon the employee(s). The UFF may file a
5123 complaint in a dispute over a provision of a BOT-UFF Policy that confers rights
5124 upon a group of employees or upon the UFF. The parties may agree to
5125 consolidate complaints of a similar nature to expedite the review process. In a
5126 consolidated complaint, one appropriate Form may be attached, bearing the
5127 signatures of the complainants.
5128

5129 (3) Complaint Forms. Each Complaint, Request for Step 2 Review, and Notice of
5130 Demand for Internal Policy Dispute Resolution by a Panel must be submitted in
5131 writing on the appropriate forms attached to this Policy and shall be signed by
5132 the complainant(s). All complaint forms shall be dated when the complaint is
5133 received. If there is difficulty in meeting any time limit, the UFF representative
5134 may sign such documents for the complainant; however, complainant's signature
5135 shall be provided prior to the Step 2 meeting.
5136

5137 (4) Days. The term "days" shall mean calendar days.
5138

5139 (d) **Burden of Proof.** In all complaints, except disciplinary complaints in accordance
5140 with the BOT-UFF Policy on Disciplinary Actions, the burden of proof shall be on
5141 the complainant. In disciplinary complaints, the burden of proof shall be on the
5142 University.
5143

5144 (e) **Representation.** The UFF shall have the exclusive right to represent any employee
5145 in a complaint filed hereunder, unless an employee elects self-representation or to
5146 be represented by legal counsel. If an employee elects not to be represented by
5147 the UFF, the University shall promptly inform the UFF in writing of the complaint.
5148 No resolution of any individually processed complaint shall be inconsistent with
5149 the terms of any applicable BOT-UFF Policy or the BOT-UFF Agreement, and for
5150 this purpose the UFF shall have the right to have an observer present at all
5151 meetings called for the purpose of discussing such complaint and shall be sent
5152 copies of all decisions at the same time as they are sent to the other parties.
5153

5154 (f) **Complaint Representatives.** The UFF shall annually furnish to the University a list
5155 of all persons authorized to act as complaint representatives and shall update the
5156 list as needed. The UFF complaint representative shall have the responsibility to
5157 meet all classes, office hours, and other duties and responsibilities incidental to
5158 the assigned workload. Some of these activities are scheduled to be performed at
5159 particular times. Such representative shall have the right during times outside of
5160 those hours scheduled for these activities to investigate, consult, and prepare
5161 complaint presentations and attend complaint hearings and meetings. However,
5162 such investigations and consultations will not interfere with the normal operations
5163 of the University. Should any complaint hearings or meetings necessitate
5164 rescheduling of assigned duties, the representative may, with the approval of the
5165 appropriate administrator, arrange for the fulfillment of such duties. Such
5166 approval shall not be unreasonably withheld.

5167

5168 (g) **Appearances.**

5169 (1) When an employee participates during scheduled hours in a neutral policy
5170 dispute resolution proceeding or in a meeting between the complainant,
5171 complainant's counsel or UFF representative and the University, that employee's
5172 compensation shall neither be reduced nor increased for time spent in those
5173 activities.

5174

5175 (2) Prior to participation in any such proceedings, conferences, or meetings, the
5176 employee shall make arrangements acceptable to the appropriate supervisor for
5177 the performance of the employee's duties. Approval of such arrangements shall
5178 not be unreasonably withheld. Time spent in such activities outside scheduled
5179 hours shall not be counted as time worked.

5180

5181 **P16.3 Procedures:**

5182 (a) **Filing.**

5183 (1) A complaint shall be filed with the Provost or designee at Step 1 within fortyfive (45)
5184 days following the act or omission giving rise thereto, or the date on which the
5185 employee knew or reasonably should have known of such act or omission if that date is
5186 later. The complainant may amend the Step 1 Form one time prior to the Step 2
5187 meeting. Only those acts or omissions and sections of BOT-UFF Policy identified at the
5188 Step 1 filing as amended in accordance with this paragraph may be considered at
5189 subsequent Steps.

5190

5191 (2) The filing of a complaint constitutes a waiver of any rights to judicial review of agency
5192 action pursuant to Chapter 120, Florida Statutes, or to the review of such actions under
5193 University procedures which may otherwise be available to address such matters.
5194

5195 (3) An employee may seek redress of a salary action alleged to be unsupported by
5196 performance or job-related criteria by filing a complaint under the provisions of the
5197 Policy. An act or omission giving rise to such a complaint may be the employee's receipt
5198 of salary during any pay period, but in no case shall the Panel's award of back salary be
5199 retroactive to a date earlier than the date of that act or omission, or twelve months
5200 from the date the complaint is filed, whichever is less.
5201

5202 (b) Time Limits. All time limits in this Policy may be extended by mutual agreement of
5203 the parties in writing. Mutual agreement may be evidenced by e-mail exchanges. If
5204 the University fails to provide a Step 2 decision within the time limits provided in
5205 this Policy due to a University-caused delay, the University shall pay all costs of the
5206 Neutral, Internal Resolution of Policy Disputes by a Panel (Step 3) should the UFF
5207 elect to take the complaint to neutral, internal policy dispute resolution by a
5208 Panel. Upon the failure of the complainant or the UFF, where appropriate, to file
5209 an appeal within the time limits provided in this article, the complaint shall be
5210 deemed to have been resolved at the prior step. The "end of the day" shall mean 5
5211 PM. The date of receipt shall not be included in the count of days. Compliance
5212 with any time limit under this Policy shall be determined by the date-stamped
5213 receipt executed by the office receiving the complaint or the decision, or by the
5214 date of the mailing as indicated by the postmark.
5215

5216 (c) Step 1.
5217 All complaints shall be placed in Step 1 informal resolution status for forty-five (45)
5218 days unless both the University and UFF agree otherwise. During the Step 1
5219 informal resolution period, efforts to resolve the complaint informally shall be
5220 made. Upon request of the complainant or complainant's representative, the
5221 University representative shall, during the Step 1 informal resolution period,
5222 arrange an informal meeting between the appropriate administrator and the
5223 complainant. The complainant shall have the right to representation by the UFF or
5224 legal counsel during attempts at informal resolution of the complaint. Any party
5225 bringing legal counsel to the informal meeting shall provide at least five (5) days
5226 advance written notice to all other parties. If the complaint is not satisfactorily
5227 resolved during the Step 1 informal resolution period, the complainant may give
5228 written notice to the President or designee requesting Step 2 review within thirty
5229 (30) days from the expiration of the Step 1 period. If the complainant does not
5230 request a Step 2 review within thirty (30) days from the expiration of the Step 1
5231 informal resolution period or any extension of that period, the complaint shall be
5232 deemed informally resolved and shall not be processed further.

5233
5234 (d) Step 2.
5235 (1) Meeting. The President or designee and the complainant and/or the
5236 complainant's representative shall meet no sooner than ten (10) days and no
5237 later than thirty (30) days following receipt of the complainant's request for a
5238 Step 2 meeting. At the Step 2 meeting, the complainant shall have the right to
5239 present any evidence in support of the complaint, and the complainant and/or
5240 the complainant's representative or the complainant's legal counsel and the
5241 President or designee shall discuss the complaint. Any party bringing legal
5242 counsel to the Step 2 meeting shall provide at least five (5) days advance written
5243 notice to all other parties.

5244
5245 (2) Decision. The President or designee shall issue a written decision, stating the
5246 reasons therefore, to complainant's Step 2 representative within fifteen (15)
5247 days following conclusion of the Step 2 meeting. A copy of the decision shall be
5248 sent to the complainant, to the complainant's representative and to UFF if
5249 complainant elected self-representation or representation by legal counsel.
5250

5251 (3) Documents. The President or designee shall make available to the complainant
5252 or the complainant's representative all documentation referenced in the Step 2
5253 decision prior to its issuance. All documents referred to in the Step 2 decision
5254 and any additional documents presented by the complainant shall be attached to
5255 the decision, together with a list of these documents. In advance of the Step 2
5256 meeting, the complainant shall have the right, upon written request, to a copy of
5257 any identifiable documents relevant to the complaint.
5258

5259 (e) Step 3. Neutral, Internal Resolution of Policy Disputes by a Panel

5260 (1) Filing.

5261 a) If the complaint has not been satisfactorily resolved at Step 2, UFF may, upon
5262 the request of the complainant, proceed to Neutral, Internal Resolution of
5263 Policy Disputes by a Panel by filing a written notice of the intent to do so.
5264 Notice of intent to proceed to Neutral, Internal Resolution of Policy Disputes by
5265 a Panel must be filed with the President or designee within forty-five (45) days
5266 after receipt of the Step 2 decision by the complainant's Step 2 representative
5267 and shall be signed by the complainant and UFF President or designee. The
5268 complaint may be withdrawn by the complainant or by the UFF President or
5269 designee at any point prior to issuance of the Panel's decision.
5270

5271 b) Issues of Applicability. The parties shall stipulate to the issue(s) prior to the
5272 hearing before the Panel. If the parties are unable to stipulate to the issue(s)
5273 prior to such hearing, the parties shall proceed to a hearing on applicability of
5274 this procedure based on either procedural or substantive concerns
5275 ("applicability"). Issues of applicability shall be bifurcated from the substantive
5276 issues and, whenever possible, determined by means of a hearing conducted by
5277 conference call. The Panel shall have ten (10) days from the hearing to render a
5278 decision on applicability. If the process is judged to be applicable to the
5279 complaint, the Panel shall then proceed to hear the substantive issue(s) in
5280 accordance with the provisions of this Policy.
5281

5282 (2) Creation of Pools for Selecting Panel Members.

5283 a) Representatives of the University and the UFF shall meet within ninety (90)
5284 days after the execution of the BOT-UFF Agreement for the purpose of creating
5285 two pools.
5286

- 5287 b) One pool shall consist of University employees, defined as any University
5288 employee, whether in a bargaining unit or not (“Employee Pool”). The
5289 Employee Pool shall consist of ten (10) members, five of whom shall be
5290 appointed by the President or designee and the remaining five shall be
5291 appointed by the UFF President.
5292
- 5293 c) A second pool shall consist of FIU internal community members, defined as
5294 former employees or alumni (“Neutral Pool”). The Neutral Pool shall consist of
5295 six (6) members appointed by mutual agreement of the President or designee
5296 and the UFF President. If the University and the UFF are unable to reach mutual
5297 agreement on six (6) Neutral Pool members, selection shall be made from
5298 striking names from lists of six (6) names each submitted by the University and
5299 the UFF until six (6) panel members are selected. The order of striking shall be
5300 determined by the flip of a coin.
5301
- 5302 d) The University and the UFF are encouraged to seek eligible Neutral Pool
5303 members who are educators at other educational institutions, fully retired FIU
5304 faculty or administrators, or professional mediators or arbitrators. Any member
5305 of the Neutral Pool who is not a professional labor arbitrator shall complete
5306 training to qualify as a professional labor arbitrator prior to being selected to
5307 serve in a dispute resolution. The costs of such training will be shared equally by
5308 the University and the UFF. No person involved in any business, employment or
5309 other relationship with the University that could reasonably be presumed to
5310 create a conflict of interest with that person’s obligations as a neutral arbiter of
5311 disputes involving the University shall be eligible for inclusion in the Neutral
5312 Pool.
5313
- 5314 e) Members of the pools shall be able to serve on short notice and willing to serve
5315 for at least one calendar year. In addition, the University and the UFF shall
5316 jointly provide all pool members with orientation and training in BOTUFF
5317 Policies including this Neutral, Internal Resolution of Policy Disputes procedure.
5318 The costs of such training will be shared equally by the University and the UFF.
5319

5320 f) If at any time the number of members of the Neutral Pool drops below six (6),
5321 the University and the UFF shall meet to select one or more additional Neutral
5322 Pool members through the process outlined above. A new panel may be
5323 selected annually, at the initiation of the University or the UFF, on written
5324 notice no later than November 30th.
5325

5326 g) If at any time the number of members of the Employee Pool drops below ten
5327 (10), the departing member's vacancy shall be filled by the President (or
5328 designee) or the UFF President, as appropriate.
5329

5330 (3) Selection of a Panel.

5331 a) Within fourteen (14) days after receipt of a notice of intent to proceed to
5332 neutral, internal policy dispute resolution, representatives of the University and
5333 the UFF shall meet for the purpose of selecting a Panel.
5334

5335 b) The President or designee shall appoint one member of the Employee Pool to
5336 serve on the Panel.
5337

5338 c) The UFF President shall appoint one member of the Employee Pool to serve on
5339 the Panel.
5340

5341 d) The appointees to the Panel pursuant to b) and c) above, shall select the third
5342 member of the Panel, who shall be selected from the Neutral Pool. Selection
5343 from among Neutral Pool members shall be by mutual agreement or by
5344 alternately striking names from the eligible members of the Neutral Pool list.
5345 Each side shall have two strikes. The right of the first choice to strike from the
5346 list shall be determined by the flip of a coin. Unless the parties mutually agree
5347 to one of the remaining two panelists, a flip of the coin will determine which of
5348 the remaining two Neutral Pool members shall hear the complaint. The parties
5349 may mutually select as the third panel member an individual who is not a
5350 member of the Neutral Pool.
5351

5352 e) The appointee from the Neutral Pool shall serve as the Chair of the Panel and
5353 shall be governed by the Code of Professional Responsibility for Arbitrators of
5354 Labor-Management Disputes of the National Academy of Arbitrators, the
5355 American Arbitration Association, and the Federal Mediation and Conciliation
5356 Service.
5357

5358 f) The hearing by the Panel shall be held within sixty (60) days following the
5359 selection of the Panel.
5360

5361 (4) Authority of the Panel.

5362 a) The Panel shall not add to, subtract from, modify, ignore, or alter the terms or
5363 provisions of any BOT-UFF Policy or the BOT-UFF Agreement. Neutral, Internal
5364 Resolution of Policy Disputes by a Panel shall be confined solely to the
5365 application and/or interpretation of BOT-UFF Policies and the precise issue(s)
5366 submitted for Neutral, Internal Resolution of Disputes. In rendering its decision,
5367 the Panel shall refrain from issuing any statements of opinion or conclusions
5368 not essential to the determination of whether the act or event giving rise to the
5369 complaint violated applicable University regulation or policy.
5370

5371 b) Where an administrator has made a judgment involving the exercise of
5372 discretion, such as decisions regarding promotion under the BOT-UFF
5373 Promotion Policy, the Panel shall not substitute its judgment for that of the
5374 administrator. Nor shall the Panel review such decision except for the purpose
5375 of determining whether the decision has violated BOT-UFF Policy.
5376

5377 c) The Panel shall not have the power to award promotion or tenure.
5378

5379 d) If the Panel determines that a BOT-UFF Policy has been violated, the Panel shall
5380 direct the University to take appropriate action. The Panel may award back
5381 salary where the Panel determines that the employee is not receiving the
5382 appropriate salary from the University, but the Panel may not award other
5383 monetary damages or penalties. If notice that further employment will not be
5384 offered is not given on time, the Panel may direct the University to renew the
5385 appointment only upon a finding that no other remedy is adequate, and that
5386 the notice was given so late that (a) the employee was deprived of reasonable
5387 opportunity to seek other employment, or (b) the employee actually rejected
5388 an offer of comparable employment which the employee otherwise would have
5389 accepted.
5390

5391 e) A Panel's decision awarding employment beyond the sixth year shall not entitle
5392 the employee to tenure. In such cases the employee shall serve during the
5393 seventh year without further right to notice that the employee will not be
5394 offered employment thereafter. If an employee is reappointed at the direction
5395 of a Panel, the President or designee may reassign the employee during such
5396 reappointment.

5397
5398 (5) Conduct of Hearing.
5399 The Panel shall hold the hearing in Miami-Dade County, unless otherwise agreed
5400 by the parties. The hearing shall commence within twenty-five (25) days of the all
5401 Panel members' acceptance of selection, or as soon thereafter as is practicable,
5402 and the Panel shall issue the decision within thirty (30) days of the close of the
5403 hearing or the submission of briefs, whichever is later, unless additional time is
5404 agreed to by the parties. The decision shall be in writing and shall set forth
5405 findings of fact, reasoning, and conclusions on the issues submitted. Except as
5406 expressly specified in this Policy, the provisions of the Florida Arbitration Code,
5407 Chapter 682, Florida Statutes, shall not apply. Except as modified by the
5408 provisions of this Policy, Neutral, Internal Resolution of Policy Disputes by a Panel
5409 proceedings shall be conducted in accordance with the Labor Arbitration Rules
5410 and Procedures of the American Arbitration Association.

5411
5412 (6) Effect of Decision. The decision or award of the Panel shall be final and binding
5413 upon the University, the UFF, and the complainant, provided that either party
5414 may appeal to an appropriate court of law a decision that was rendered by a
5415 Panel acting outside of or beyond the Panel's jurisdiction pursuant to Florida law
5416 concerning the right of appeal of a similar decision rendered in an arbitration.

5417
5418 (7) Venue. For purposes of venue in any judicial review of a Panel's decision issued
5419 under this Policy, the parties agree that such an appeal shall be filed in the courts
5420 in Miami-Dade County, Florida, unless both parties specifically agree otherwise in
5421 a particular instance. In an action commenced in Miami-Dade County, neither
5422 the University nor the UFF will move for a change of venue based upon the
5423 defendant's residence in-fact if other than Miami-Dade County.

5424

5425 (8) Fees and Expenses. All fees and expenses of the Neutral, Internal Resolution of
5426 Policy Disputes by a Panel shall be divided equally between the parties, unless
5427 mutually agreed otherwise. Each party shall bear the cost of preparing and
5428 presenting its own case. The party desiring a transcript of the Panel hearing shall
5429 provide written notice to the other party of its intention to have a transcript of
5430 the Panel hearing made at least one week prior to the date of the hearing. The
5431 party desiring such transcript shall be responsible for scheduling a stenotype
5432 reporter to record the proceedings. The parties shall share equally the
5433 appearance fee of the stenotype reporter and the cost of obtaining an original
5434 transcript and one copy for the party originally requesting a transcript of the
5435 proceedings. The requesting party shall, at its expense, photocopy the transcript
5436 received from the reporter and deliver the photocopy to the other party within
5437 five days after receiving the copy of the transcript from the reporter.
5438

5439 (9) Retroactivity. A Panel's award may or may not be retroactive as the equities of
5440 each case may demand, but in no case shall an award be retroactive to a date
5441 earlier than thirty (30) days prior to the date the complaint was initially filed in
5442 accordance with this Policy.
5443

5444 (f) Filings and Notification. With the exception of Step 2 decisions, all documents
5445 required or permitted to be issued or filed pursuant to this Policy may be
5446 transmitted by fax, United States mail, or any other recognized delivery service
5447 (note: e-mail is not an acceptable form of delivery). Step 2 decisions shall be
5448 transmitted to the complainant's representative(s) by personal delivery with
5449 written documentation of receipt or by certified mail, return receipt requested.
5450

5451 (g) Precedent. No complaint informally resolved, or complaint resolved at either Step
5452 1 or 2, shall constitute a precedent for any purpose unless agreed to in writing by
5453 the University or representative and the UFF acting through its President or
5454 designee.
5455

- 5456 (h) **Processing.**
- 5457 (1) The filing or pendency of any complaint or request for Neutral, Internal
- 5458 Resolution of Policy Disputes by a Panel under this Policy shall not operate to
- 5459 impede, preclude, or delay the University from taking the action complained of.
- 5460 Reasonable efforts, including the shortening of time limits when practical, shall
- 5461 be made to conclude the processing of a complaint prior to the expiration of the
- 5462 complainant's employment, whether by termination or failure to reappoint. An
- 5463 employee with a pending complaint will not continue to be compensated beyond
- 5464 the last date of employment.
- 5465
- 5466 (2) Nothing shall authorize the University or its representative to refuse
- 5467 consideration of a complaint on the assertion that it was not timely filed or
- 5468 processed in accordance with this Policy.
- 5469
- 5470 (i) **Reprisal.** No reprisal of any kind will be made by the University or the UFF against
- 5471 any complainant, any witness, any UFF representative, or any other participant in
- 5472 the Neutral, Internal Resolution of Policy Disputes procedure by reason of such
- 5473 participation.
- 5474
- 5475 (j) **Records.** All written materials pertinent to a complaint shall be filed separately
- 5476 from the evaluation file of the complainant or witnesses, except (a) at the request
- 5477 of the complainant or witness that specific materials be included in his or her own
- 5478 evaluation file, or (b) where the terms of the decision or a settlement direct that a
- 5479 copy of the decision or settlement agreement be placed in the evaluation file of a
- 5480 complainant or witness. All decisions or settlement agreements resulting from
- 5481 complaints processed pursuant to this Policy shall specify whether or not a copy of
- 5482 the decision or settlement agreement is to be placed in the evaluation file(s) of
- 5483 any complainant or witness.
- 5484

5485 (k) **Expedited Dispute Resolution Procedure for Conflict of Interest/Outside**
5486 **Activity.**

- 5487 (1) The period for informal resolution of a dispute alleging a violation of the
5488 provisions of the BOT-UFF Policy on Conflict of Interest and Outside Activity shall
5489 be five (5) days from the date the complaint is filed. Such a dispute shall be heard
5490 at Step 2 by the President or designee no more than seven (7) days after a
5491 request for a Step 2 review has been filed. The President or designee shall issue a
5492 Step 2 decision no more than three (3) days after the Step 2 meeting.
- 5493 (2) A request for resolution by a Neutral Panelist shall be filed within fourteen (14)
5494 days after receipt of the Step 2 decision. A Neutral Panelist shall be selected by
5495 the parties from the Neutral Pool, or by mutual agreement from outside the
5496 neutral pool, no more than fourteen (14) days after a request for a resolution by
5497 a Neutral Panelist is received. Selection shall be by mutual agreement or by
5498 striking names from the Neutral Pool. Each side shall have two strikes. Unless the
5499 parties mutually agree to one of the remaining two panelists, a flip of the coin
5500 will determine which of the two panelists shall hear the complaint. The order of
5501 striking shall be determined by the flip of a coin. The Neutral Panelist shall issue a
5502 memorandum of decision within seven (7) days following the conclusion of the
5503 Neutral Panelist hearing, to be followed by a written opinion and award in
5504 accordance with the provisions of this Policy.
- 5505 (3) All other provisions of this Policy shall apply to these complaints, except as noted
5506 above.
5507

5508 (l) **Expedited Dispute Resolution Procedure for Complaint over Assignment.**

5509 An employee who complains that his or her assignment has been imposed
5510 arbitrarily or unreasonably shall be entitled to Expedited Assignment Dispute
5511 Resolution (“ADR”) as set forth below. If the employee’s assignment begins prior
5512 to final resolution of the dispute, the employee shall perform the assignment
5513 pending final resolution under this procedure.
5514

- 5515 (1) If an employee believes that the assignment has been imposed arbitrarily or
5516 unreasonably, the employee or employee's representative shall, within thirty
5517 (30) days after receipt of the assignment, file Part 1 of the ADR Form (attached
5518 hereto as ADR Form 1) with the individual responsible for making the
5519 assignment. The filing of the ADR Form shall be accompanied by a brief and
5520 concise statement of the employee's arguments, and any relevant
5521 documentation supporting the employee's position. This documentation shall be
5522 placed in a file entitled "Employee's Assignment Dispute Resolution File," which
5523 shall be kept separate from the employee's personnel evaluation file. Additional
5524 documentation shall not be considered in the ADR process except by agreement
5525 of the President's representative unless it is documentation that the employee
5526 requested from the University prior to the conference held pursuant to (2) below
5527 but did not receive before such conference.
5528
- 5529 (2) Within four (4) days of receipt of the ADR Form, the individual responsible for
5530 making the assignment shall meet with the employee and employee's
5531 representative and discuss the dispute. Within twenty-four (24) hours after this
5532 conference, such individual shall complete Part 1 of the ADR Form and deliver it
5533 to the employee or representative.
5534
- 5535 (3) If the employee continues to be aggrieved following the initial conference, the
5536 employee or representative shall file the ADR Form, with Part 1 completed, with
5537 the Dean or other appropriate administrator no later than four (4) days after the
5538 initial conference.
5539
- 5540 (4) The employee or employee's representative shall schedule a meeting with the
5541 Dean or other appropriate administrator to be held no later than four (4) days
5542 after filing the ADR Form with the Dean or other appropriate administrator. At
5543 this meeting, the employee, the UFF representative, and the Dean or appropriate
5544 administrator shall discuss the dispute and attempt to resolve it. Within twenty-
5545 four (24) hours after the conclusion of this meeting, the Dean or appropriate
5546 administrator shall complete Part 2 of the ADR Form and deliver it to the
5547 employee or employee's representative.
5548
- 5549 (5) If consultation with the Dean or appropriate administrator does not resolve the
5550 matter, the employee or employee's representative may file, within four (4) days
5551 of that meeting, Part 3 of the ADR Form (with supporting documentation) with
5552 the President's representative, indicating an intention to submit the dispute to a
5553 Neutral Panelist.
5554

5555 (6) Within seven (7) days of receipt of the completed ADR Form and other
5556 documentation, the President's representative may place a written explanation,
5557 brief statement of the University's position, a list of expected witnesses, and
5558 other relevant documentation in the employee's ADR File. As soon as practicable
5559 thereafter, a copy of all documents placed in the employee's ADR File shall be
5560 presented to the employee or employee's representative, who shall place a list
5561 of the employee's expected witnesses into the file.
5562

5563 (7) At the time that the completed ADR Form is submitted to the President's
5564 representative, the employee or employee's representative shall schedule a
5565 meeting with the President's representative for the purpose of selecting a
5566 Neutral Panelist from among the members of the Neutral Pool or by mutual
5567 agreement from outside the neutral pool. Selection of the Neutral Panelist shall
5568 be by mutual agreement or by striking names from the Neutral Pool. The order
5569 of striking shall be determined by the flip of a coin. Each side shall have two
5570 strikes. Unless the parties mutually agree to one of the remaining two panelists,
5571 a flip of the coin will determine which of the two panelists shall hear the
5572 complaint. This meeting shall be scheduled for no later than seven (7) days after
5573 filing of the completed ADR Form.
5574

5575 (8) The President's representative shall contact the selected Neutral Panelist no later
5576 than three (3) days following the selection. Should the Neutral Panelist selected
5577 be unable to serve, the President's representative shall contact the UFF
5578 representative as soon as practicable and schedule another selection meeting.
5579

5580 (9) Upon the agreement of the Neutral Panelist to serve, the President's
5581 representative shall provide the Neutral Panelist with the employee's ADR File.
5582

5583 (10) The ADR hearing shall be scheduled as soon as practicable after the Neutral
5584 Panelist has received the employee's ADR File. The President's representative
5585 shall notify the UFF representative of the time and place of the ADR hearing no
5586 later than forty-eight (48) hours prior to it being convened.
5587

5588 (11) The ADR hearing shall be conducted as follows:
5589

5590 a) The employee, or employee's representative, and a representative of the President
5591 shall be the sole representatives of the parties. Each representative may present
5592 documentary evidence from the employee's ADR File, interrogate witnesses, offer
5593 arguments, cross-examine witnesses, and have present at the meeting one individual
5594 to assist in the presentation of the representative's case.
5595

- 5596 b) The Neutral Panelist will conduct and have total authority at the ADR hearing. The
5597 Neutral Panelist may conduct the ADR hearing in whatever fashion consistent with this
5598 Policy that will aid in arriving at a just decision.
5599
- 5600 c) The Neutral Panelist shall submit to all parties on Part 4 of the ADR Form within forty-
5601 eight (48) hours after the close of the ADR hearing a written, binding decision as to
5602 whether the assignment was imposed arbitrarily or unreasonably. The decision shall
5603 include the reasons for the Neutral Panelist's determination.
5604
- 5605 d) If the Neutral Panelist decides that the employee's assignment was imposed arbitrarily
5606 or unreasonably, the Neutral Panelist may also order the appropriate remedy, which
5607 shall be binding on the University.
5608
- 5609 e) All other provisions of this Policy shall apply to these complaints, except as
5610 noted above.