The Florida International University
Board of Trustees

and

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

Policies

2013-2016
<table>
<thead>
<tr>
<th>Topic</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bereavement Leave</td>
<td>3</td>
</tr>
<tr>
<td>Bonus Policy</td>
<td>4</td>
</tr>
<tr>
<td>Call Back Pay</td>
<td>7</td>
</tr>
<tr>
<td>Catastrophic Pool</td>
<td>8</td>
</tr>
<tr>
<td>Classification Review</td>
<td>9</td>
</tr>
<tr>
<td>Compressed Work Schedule</td>
<td>10</td>
</tr>
<tr>
<td>Compulsory Leave</td>
<td>11</td>
</tr>
<tr>
<td>Disciplinary Actions</td>
<td>12</td>
</tr>
<tr>
<td>Flexible Work Schedule (Flextime)</td>
<td>13</td>
</tr>
<tr>
<td>FMLA, Parental, and Medical Leave</td>
<td>14</td>
</tr>
<tr>
<td>Holidays</td>
<td>16</td>
</tr>
<tr>
<td>Internal Recruitment, Promotions, Demotions &amp; Transfers</td>
<td>17</td>
</tr>
<tr>
<td>Leadworker Pay</td>
<td>19</td>
</tr>
<tr>
<td>Learning Opportunities</td>
<td>20</td>
</tr>
<tr>
<td>Leave Pending Investigation</td>
<td>21</td>
</tr>
<tr>
<td>Mandatory Leave Policy</td>
<td>22</td>
</tr>
<tr>
<td>Military Leave</td>
<td>24</td>
</tr>
<tr>
<td>Neutral, Internal Resolution of Policy Disputes</td>
<td>25</td>
</tr>
<tr>
<td>On Call Pay</td>
<td>34</td>
</tr>
<tr>
<td>Operating Hours, Rest and Meal Periods</td>
<td>35</td>
</tr>
<tr>
<td>Overtime Pay and Compensatory Time</td>
<td>36</td>
</tr>
<tr>
<td>Performance Excellence Process</td>
<td>38</td>
</tr>
<tr>
<td>Personal Leave of Absence Without Pay</td>
<td>39</td>
</tr>
<tr>
<td>Professional Development Leave</td>
<td>40</td>
</tr>
<tr>
<td>Separations of Employment</td>
<td>41</td>
</tr>
<tr>
<td>Shift Differential Pay</td>
<td>43</td>
</tr>
<tr>
<td>Sick Leave</td>
<td>44</td>
</tr>
<tr>
<td>Sick Leave Pool</td>
<td>46</td>
</tr>
<tr>
<td>Temporary or Permanent Lateral Assignments</td>
<td>48</td>
</tr>
<tr>
<td>Tuition Waiver Program</td>
<td>49</td>
</tr>
<tr>
<td>Vacation Leave</td>
<td>51</td>
</tr>
</tbody>
</table>
Bereavement Leave

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

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

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

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

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

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

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

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

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

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

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

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

Procedures
I. Educational Incentive Award

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

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

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

II. Operational Excellence Award

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

III. Project-based Pay

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

The following criteria will apply to project based pay requirements:

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

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

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

V. **Spot Award**

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

Spot awards may be:

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

VI. **Variable Compensation Plan**

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

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

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

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

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

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

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

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

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

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

Definition:
Immediate Family - Spouse, same sex domestic partner, child(ren) (including foster and stepchildren), parents (including stepparents), and grandparents.

Policy:
Hours may be donated from one employee to another employee who has exhausted their leave balances including sick, vacation, and compensatory time.

Hours may be donated in increments of eight (8) and must not exceed 80 hours in 36-month period. The donating employees’ remaining balance cannot fall below 80 hours. The total maximum amount of hours that an employee can receive is 480 in a 12-month period.
Classification Review

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

**Policy:**

*Classification Review:*

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

*Work in a Higher Classification:*

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

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

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

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

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

Operational requirements must be met.

Service to the customer must be maintained or improved.

Costs to the university will not be increased.

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

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

Compressed workweek schedules must be set (not varying from pay period to pay period), but may be any of the following for a two week pay period:
- Four ten-hour days each week, with a work day off each week
- Four nine-hour days and one four-hour work day off each week (one afternoon or morning off each week)

When a paid holiday falls on an employee’s regularly scheduled day off, the following may occur:
- the employee will be granted another day off during that pay period; paid leave is allocated by the hour and not the day;
- the employee may have the option of reverting back to the regular schedule during that pay period in which the holiday falls

All requests must be in writing.

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

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

Reason For Policy
To establish a policy on granting compulsory leave to employees.

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

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

Definitions:
Severe Disciplinary Actions – defined as suspensions, demotions and involuntary terminations.
Suspension - occurs when an employee is taken off duty for a day or more with or without pay.
Involuntary Demotion - occurs when an employee is involuntarily subjected to a reduction in pay and higher functioning duties are permanently removed resulting in a lower level position.
Involuntary Termination - occurs when an employee is permanently separated from University employment.

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

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

Based on the severity of the offense, the University reserves the right to impose discipline at any level, including immediate termination.
Flexible Work Schedule (Flextime)

**Purpose:**
To administer the use of a flexible work schedule consistent with the University’s efforts toward work/life balance.

**Policy:**
Flexible work hours may be instituted both to assist employees in their personal planning and to maintain productivity.

Flextime may occur up to two hours before and two hours after the employee’s regular schedule.

Flexible schedules must be recommended by the supervisor, planned in accordance with the work functions and service objectives of the department and the University operations, and approved by Human Resources.

The supervisor must establish a core period of time when all employees are in attendance.

The pre-approved flexible work schedule agreement may be terminated at any time based on business necessity.
FMLA, Parental, and Medical Leave

Purpose:
To administer the federally-mandated Family and Medical Leave Act (FMLA) in accordance with University guidelines.

Policy:
Family Medical Leave Act (Applies to all Employees)
The Family and Medical Leave Act of 1993 (FMLA) grants up to 12 work weeks of leave within a 12-month period for certain family and medical reasons. The leave may be paid, unpaid, or a combination of both.

To qualify, an employee must use FMLA for the following reasons:
• The birth of a child and in order to care for that child;
• The placement of a child for adoption or foster care, and to care for the newly placed child;
• To care for a spouse, child, or parent – but not a parent-in-law with a serious health condition; or
• The serious health condition of the employee.

To be eligible for FMLA leave, an employee must:
• Have worked for the employer at least 12 months; and
• Have worked at least 1,250 hours during the 12 months prior to the start of the FMLA leave.

The University will grant the 12-week period under FMLA to eligible employees for the four reasons stated above and additional leave not to exceed a total of 6 months for the following three reasons:
• The birth of a child and in order to care for that child (parental leave);
• The placement of a child for adoption or foster care, and to care for the newly placed child (parental leave); or
• The serious health condition of the employee (medical leave).

An employee who takes leave under this policy, will be able to return to the same position or a position with equivalent status, pay, benefits and other employment conditions.

Parental Leave (Excludes Temporary and Student Workers)
While an employee is on parental leave, the University will continue paying the matching portion of the employee’s health and basic State life insurance premiums up to six months during the leave period.

If the employee has accrued or earned paid leave, the employee must use paid leave first and take the remainder of the leave period as unpaid leave. A combination of accrued vacation and sick leave must be used. Leave may also be used intermittently.
or under certain circumstances, the employee may use the leave to reduce the workweek or workday, resulting in a reduced work schedule.

Parental leave of absence requests shall be in writing, when possible, with at least 30 days' notice. If it is not possible to give 30 days' notice, the employee must give as much notice as is practicable. The request must indicate the period of leave to be granted and the date the employee will return to work.

For parental leave, documentation must be provided by the employee’s doctor or spouse’s doctor of the expected due date or date of placement for adoption, if applicable. Parental leave may begin no more than two weeks prior to the delivery date or date of placement for adoption.

An employee, who takes leave under this policy, will be able to return to the same position or a position with equivalent status, pay, benefits and other employment conditions.

**Medical Leave** (Excludes Temporary and Student Workers)
While an employee is on medical leave, the University will continue paying the matching portion of the employee’s health and basic State life insurance premiums up to six months during the leave period.

If the employee has accrued or earned paid leave, the employee must use paid leave first and take the remainder of the leave period as unpaid leave. A combination of accrued vacation and sick leave may be used. Leave may also be used intermittently or under certain circumstances, the employee may use the leave to reduce the workweek or workday, resulting in a reduced work schedule.

Medical leave of absence requests shall be in writing, when possible, with at least 30 days’ notice. If it is not possible to give 30 days' notice, the employee must give as much notice as is practicable. A doctor’s note must accompany the request indicating reason and period of absence.

An employee who takes leave under this policy, will be able to return to the same position or a position with equivalent status, pay, benefits and other employment conditions.
Holidays

Purpose:
To establish holidays observed by the University.

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

The approved Holidays are:
- New Year’s Day
- Martin Luther King, Jr. Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran’s Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day
- Two Winter Break Days

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

Any employee who is in non-pay status for the entire day before a holiday shall not be eligible to receive payment for the holiday.

Certain critical staff may be required to work on a holiday due to increased workload or emergency conditions.

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

Purpose:
To allow hiring departments to provide employees with internal career-pathing opportunities.

Policy:
Internal recruitment will be utilized to support career mobility of qualified existing employees, consistent with equal employment and affirmative action objectives. If a suitable candidate is not found internally, the department will recruit outside FIU to obtain the best, qualified candidate for the position.

Decisions regarding the career mobility of employees will be based on job-related factors such as their ability to meet the minimum requirements of the position, perform the essential functions of the position, past performance in their current position and the level of experience within the current position. The university shall also consider appropriate factors, including, but not limited to the applicant(s) length of University service, performance evaluations, work related awards and achievements, other relevant work experience, and education/training. The university is encouraged to interview at least two of its employees who are eligible under this policy and who have met the advertised requirements for the position, provided at least two have applied, except where a vacant position is filled by demotion, change in assignment to a different position in the same class or in a different class having the same pay range maximum, or internal promotion.

Internal recruitment will be utilized to support career advancement of qualified internal candidates, so long as it is consistent with equal employment and affirmative action objectives.

The following career-pathing opportunities encompass the methods by which employees may move from one position to another:

Promotion
The upward mobility of an employee from one position to another position having a greater degree of responsibility and a higher salary range maximum.

A promotion can be within the same division/department or from one division/department to another.

An employee being promoted will have his/her salary set in accordance with FIU’s Compensation Guidelines.

Demotion
Demotion occurs when higher functioning duties are permanently removed resulting in a lower level position and a reduction in pay.
A demotion can be voluntary or involuntary within the same division/department or from one division/department to another.

An employee being demoted will have his/her salary adjusted in accordance with FIU’s Compensation /Guidelines.

**Transfer**
The lateral movement of an employee from a position in one class, to a different position within the same class or in a different class, having the same degree of responsibility and the same salary range maximum. A transfer can be voluntary or involuntary.

An employee being transferred usually maintains their current salary.
Leadworker Pay

Purpose:
To establish a policy for non-exempt employees who serve as lead workers.

Policy:
A non-exempt employee may be designated as Leadworker provided that:

- The employee occupies one of at least three positions in the same class and in the same work unit.
- The employee is assigned limited coordinative duties in addition to the normal duties associated with the position.
- The leadworker designation cannot be used to create an intermediate level of supervision.
- The employee works in a geographically separate location from the main work unit.

A five percent (5%) pay adjustment will be provided for the leadworker assignment.
Learning Opportunities

**Purpose:**
To establish a learning culture in which all employees are encouraged to develop their professional skills and enhance their performance, both in their current position and for future University career opportunities and promotions.

**Policy:**
The Board and AFSCME recognize the importance of employee career development in order to provide for employee training which will improve productivity. All employees shall participate in a minimum of twenty (20) hours of professional development per calendar year. This development occurs during regularly scheduled work time, and must be approved by the Dean, Director, or Department Head. Exceptions to this requirement may be requested by the employee, recommended by the supervisor and approved by Human Resources.

All employees are expected to have a Learning Goal established in their annual performance discussion with their immediate supervisor.

FIU will make reasonable efforts to continue existing training and development programs and to develop new programs where such programs are considered to be necessary.

Professional Development can take the form of attendance in in-house learning programs provided by the Division of Human Resources – Department of Organization Development and Learning, participating in external workshops, conferences, and vocational training programs, University courses or other department-specific training.

FIU will consider the effect on current employees when contemplating changing technology or equipment. The university will make reasonable efforts to provide training to current employees in the use of new technology or equipment when such changes are made. Nothing herein obligates the university to maintain current classifications, positions, or employees.

FIU and AFSCME understand that nothing in this policy precludes or in any way limits or restricts the university's right to develop, implement, or otherwise manage training or apprenticeship of its employees.

Included in the expected 20 hours of professional development are any programs that may be required by the University, such as the New Employee Experience, Sexual Harassment Awareness & Prevention, Performance Excellence Process (PEP), Supervisory Excellence, and others. Attendance in programs for professional certifications, licensures, etc. will also count towards the 20 hours of professional development.
Leave Pending Investigation

**Purpose:**
To establish a policy on granting leave pending an investigation.

**Definition:**
“Leave pending investigation” is approved leave with or without pay and/or with no reduction of personal accrued leave.

**Policy:**
When the President or designee has reason to believe that the presence of an employee on university property presents a threat to the health or safety of the employee or anyone in the university community, or represents a threat of substantial disruption or interference with the normal operations of the university community, the President or designee may place the employee on paid or unpaid leave pending investigation of the occurrence. The President or designee may also direct that the employee be removed from university property until the investigation is completed.
Mandatory Leave Policy

Purpose:
It is a common internal control that employees working in positions that deal heavily with financial records, cash, accounts payable, have a mandatory black-out period during which they are not permitted to perform work. The purpose of this period is to create an opportunity to uncover fraudulent or improper activities which might otherwise remained undetected. This Mandatory Leave Policy is maintained as an internal control to assist with effectively detecting any fraudulent activity. This policy applies to employees who work in the Office of the Controller.

Mandatory Leave. At least once per fiscal year, employees are required to take at least five (5) consecutive work days of leave. During this leave period, employees are prohibited from performing any work, including responding to or checking University emails, or otherwise communicating with any University employee regarding work related matters. Access to the University systems will be temporarily suspended during this leave period.

University holidays and weekends are not counted toward the five (5) consecutive work day requirement. If a holiday falls during the leave period, the employee must extend the time off so that a total of five (5) consecutive work days of leave is taken.

Employees may use any form of approved leave (or a combination of various leaves) in order to comply with this policy, provided that the use of the leave is planned and approved by the supervisor at least two (2) weeks in advance. Approved leave includes accrued sick leave, vacation leave, and compensatory leave, as well as a leave of absence without pay.

New Employees. Individuals who have been employed by the University for less than one year are not required to comply with the above policy. Compliance is required after the one year anniversary of the employee’s date of hire. If the employee’s one year anniversary is after March 31, compliance is required in the next fiscal year.

Alternate, Temporary Assignment In Lieu of Leave. In lieu of taking leave to comply with this policy, employees may request to be temporarily assigned to a position or task that is not covered by this policy for a period of five (5) consecutive work days. The request must be made and approved by the Controller at least two (2) weeks in advance of the beginning date of the temporary assignment. The Controller will provide employees with specific information about the tasks they are to perform during the five (5) day period. Employees who request and are approved to work in a non-covered role for a period of five (5) consecutive work days will receive their normal pay for hours worked during the temporary assignment. However, access to the University systems will still be temporarily suspended during this period and during the temporary assignment employees are prohibited from performing any work that they performed in their permanent role.
Employees are expected to work with their supervisors and the Controller to ensure their compliance with this policy. If an employee fails to request and take leave in compliance with this policy, the University may force the employee to take five (5) consecutive work days of leave in compliance with the policy.
Military Leave

Purpose:
To establish a policy that defines the leave specifications for Military Leave

Policy:
An employee, except an employee in a temporary position, who is drafted, volunteers for active military service, or who is ordered to active duty shall be eligible for military leave and re-employment rights consistent with federal and state laws.

Employees are entitled to leaves of absence from their respective duties, without loss of vacation leave, pay, time, or efficiency rating, on all days during which they are engaged in training ordered under the provisions of the United States Military.

Military Leave of Absence granted under this policy and the applicable Florida law shall not exceed 17 working days in any one annual period for active or inactive training.

An employee shall receive their full pay in addition to their military pay for the first thirty (30) days of active duty. After the initial 30 days, the law allows those on active duty to receive the necessary pay to fill any gap between their military basic pay and civilian pay and continue their existing benefits. Leave payment of this type shall be made only upon receipt of proof of military orders by Human Resources.
Neutral, Internal Resolution of Policy Disputes

Purpose:
To establish and maintain a process for resolving disputes concerning BOT-AFSCME Policies attached to the BOT-AFSCME Agreement and applicable University Policies that impact the terms and conditions of employment of the AFSCME unit members (the “Policies”). This policy covers any discipline involving a written reprimand, suspension, demotion, or involuntary termination.

Policy:
1. Policy/Informal Resolution.

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

2. Resort to Other Procedures and Election of Remedy.

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

In the event that the complaint involves an act or omission which could be handled by either this Policy or the Grievance and Arbitration Procedure set forth in the collective bargaining agreement, the filing of a complaint under this Policy constitutes a waiver of the filing of a grievance under the Article.

3. Definitions and Forms as used in this Policy:
(a) Complaint. The term “complaint” shall mean a dispute concerning the interpretation or application of a specific term or provision of a Policy, subject to those exclusions appearing in the Policy. A complaint shall be filed on the applicable Complaint Form, attached to this Policy.

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

(c) Complaint Forms. The "complaint forms" constitute the Complaint (the “Step 1 form”), Request for Step 2 Review (the “Step 2 form”), and Notice of Demand for Internal Policy Dispute Resolution by a Panel (the “Step 3 form”). The parties may agree to consolidate complaints of a similar nature to expedite the review process. In a consolidated complaint, one appropriate Form may be attached, bearing the signatures of the complainants.

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

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

(f) University Representative. The term “University Representative” means the Director of Employee Labor Relations or designee.

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

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

6. Complaint Representatives. AFSCME shall annually furnish to the University a list of all persons authorized to act as complaint representatives and shall update the list as needed. AFSCME complaint representative shall have the responsibility to meet all duties and responsibilities incidental to the assigned workload. Some of these activities are scheduled to be performed at particular times. Such representative shall have the right during times outside of those hours scheduled for these activities to investigate,
consult, and prepare complaint presentations and attend complaint hearings and meetings. However, such investigations and consultations will not interfere with the normal operations of the University. Should any complaint hearings or meetings necessitate the rescheduling of assigned duties, the representative may, with the approval of their supervisor, arrange for the fulfillment of such duties. Such approval shall not be unreasonably withheld.

7. Appearances.

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

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

8. Time Limits; Date of Receipt.

All time limits in this Policy may be extended by mutual agreement of the parties in writing. For the purpose of determining deadlines for actions as set forth in this Policy, the parties agree that, if said deadline falls on a weekend or University recognized holiday, the deadline for said action shall be on the following business day. Mutual agreement may be evidenced by email exchanges. Upon the failure of the complainant or AFSCME, where appropriate, to file an appeal within the time limits provided in this Policy, the complaint shall be deemed to have been resolved at the prior step.

The date of receipt shall not be included in the count of days. All complaint forms shall be dated when the complaint is received by the applicable University official described below depending on the step. Compliance with any time limit under this Policy shall be determined by the date-stamped receipt executed by the office receiving the complaint or the person receiving the decision. If there is difficulty in meeting any time limit in Step 1 or Step 2, the AFSCME representative may sign such documents for the complainant, however, complainant’s signature shall be provided prior to the Step 2 meeting.

9. Copy of Personnel File

Copies of the personnel file may be furnished upon request at a cost of $0.15 per page. However, in the event an employee files a complaint under the Internal Resolution
Process Policy, the employee has the right to one (1) copy of his or her personnel records at no cost.

**Procedures:**

1. **Step 1.**

   An employee having a complaint about the application of Policy provision shall file a fully executed Step form 1 form with his/her supervisor within seven (7) days of the act or omission giving rise to the complaint or the date on which the employee knew or reasonably should have known of such act or omission if that date is later. The Step 1 form (attached) must be submitted in writing and shall be signed by the complainant(s). Discussions will be informal for the purpose of settling differences in the simplest and most effective manner. The supervisor shall communicate a decision in writing to the complainant and/or complainant's representative within ten (10) days from the date the complaint was presented to him/her. Failure of the supervisor to timely respond shall be considered a denial of the complaint and shall entitle the complaint to appeal to Step 2.

2. **Step 2.**

   (a) **Filing.** If the complaint has not been satisfactorily resolved at the Step 1 or if the supervisor has failed to respond within the Step 1 deadlines, the complainant or AFSCME (upon request of the complainant) may proceed to Step 2 by filing a fully executed Step 2 form (attached). The Step 2 form must be filed the Vice President of Human Resources or designee within seven (7) days after receipt of the Step 1 decision by the complainant and/or complainant's representative or when the answer was due in the Step 1 process.

   (b) **Meeting.** The Vice President for Human Resources or designee shall investigate the alleged complaint and shall, within fifteen (15) days or other mutually agreeable date of receipt of the written complaint, conduct a meeting between the Vice President for Human Resources or designee, other University representatives as necessary, the complainant and/or the complainant's Union representative. At the Step 2 meeting, the complainant shall have the right to present any evidence in support of the complaint. The parties present at the Step 2 meeting shall discuss the complaint. Any party bringing legal counsel to the Step 2 meeting shall provide at least five (5) days' advance written notice to all other parties. The complainant may bring an interpreter to the Step 2 meeting at his or her own cost.

      (1) **Documents.** In advance of the Step 2 meeting, the complainant shall have the right, upon written request to the Vice President of Human Resources or designee, to a copy of any identifiable documents relevant to the complaint.

      (2) **Decision.** The Vice President for Human Resources or designee shall notify the complainant of a decision in writing no later than seven (7) days following the meeting. A copy of the decision shall be sent to the complainant, the complainant's representative, and AFSCME (if complainant elected self-representation
or representation by legal counsel). Failure of the Vice President for Human Resources or designee to timely respond shall be considered a denial of the complaint and shall entitle the complainant to appeal to Step 3. If the University fails to provide a Step 2 decision within the time limits provided in this Policy due to a University-caused delay, the University shall pay all costs of the Step 3 process should the employee or AFSCME elect to take the complaint to that step.


(a) Filing.

If the complaint has not been satisfactorily resolved at Step 2 or the Vice President of Human Resources or designee has failed to respond within the Step 2 deadlines, the complainant or AFSCME (upon the request of the complainant) may proceed to Step 3 by filing a fully executed Step 3 form (attached). The Step 3 form must be filed with the Vice President of Human Resources or designee within seven (7) days after receipt of the Step 2 decision by the complainant and/or complainant’s representative or when the answer was due in the Step 2 process. The complaint may be withdrawn by the complainant or by the AFSCME representative at any point prior to issuance of the Panel’s decision by providing written notification to the Vice President of Human Resources or designee.

(b) Selection of the Panel Members.

Within seven (7) days after receipt of the Step 3 form, representatives of the University and AFSCME shall designate their representatives to the Panel using the method described below.

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

(2) The AFSCME President or designee shall appoint one member of the Panel who shall be a current or former University employee or University alumni.

(3) The third member of the Panel shall be a professional labor mediator. Each party shall provide the other party with a list of five (5) potential members for the third member of the Panel. Each party shall alternatively strike a potential Panel member from the list until one remains with a coin toss used to determine which party strikes first. No person involved in any business, employment or other relationship with the University that could reasonably be presumed to create a conflict of interest with that person’s obligations as a neutral mediator of disputes involving the University shall be eligible for inclusion as the third member of the Panel.

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

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

(e) Authority of the Panel.

(1) Only complaints based on events or occurrences which occur after the date of the execution of the current collective bargaining agreement with the parties (the “Agreement”) can be processed under this Policy. After the expiration of the current Agreement, there is no duty upon the University to process any complaint unless the facts upon which the complaint is based occurred prior to the expiration of the Agreement. The Panel shall not receive into evidence nor rely upon any past practices that occurred after the date of the execution of the current Agreement.

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

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

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

(5) If the Panel determines that a Policy has been violated, the Panel shall direct the University to take appropriate action. The Panel may award back salary where the Panel determines that the employee is not receiving the appropriate salary from the University, but the Panel may not award other monetary damages or penalties. The Panel’s award may be retroactive based on the equities each case may demand, but in no case shall an award be retroactive to a date earlier than thirty (30) days prior to the date the complaint was originally filed under this Policy.

(f) Conduct of Hearing.

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

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

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

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

(i) Fees and Expenses. All fees and expenses of the Neutral, Internal Resolution of Policy Disputes by a Panel shall be divided equally between the parties unless mutually agreed otherwise in writing. Each party shall bear the cost of preparing and presenting its own case. However, in the event the complaint is withdrawn after the selection of the Panel, the party withdrawing the complaint shall be responsible for the full cost of the Panel's fee (if any) unless otherwise mutually agreed by the parties in writing. The expense of obtaining a hearing room, if any, shall be equally divided between the parties. The cost of the written transcript, if requested by both parties, will be shared by both parties.

(j) The complainant or AFSCME may abandon or settle a complaint.

(k) The complainant or AFSCME shall have only one opportunity to amend or
supplement the complaint. No complaint can be amended or supplemented after Step 2.


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

   (b) Precedent. No complaint informally resolved or by using this Policy Dispute Resolution Process shall constitute a precedent for any purpose unless agreed to in writing by the University Vice President of Human Resources or designee, the complainant, and AFSCME.

   (c) Reprisal. No reprisal of any kind will be made by the University or AFSCME against any complainant, any witness, any AFSCME representative, or any other participant in the Policy Dispute Resolution Process by reason of such participation.

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

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

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

(c) All other provisions of this Policy shall apply to these complaints except as noted above.
On-Call Pay

Purpose:
To provide compensation to non-exempt employees who maintain their availability during off-duty hours to come back to work to perform emergency and/or necessary work assignments based on operational needs.

Policy:
“On-call” assignment shall be defined as any time when an employee is instructed in writing by management to remain available to work during an off-duty period. An employee who is so instructed shall be required to leave word where the employee may be reached by telephone or by other electronic signal device in order to be available to return to a work location on short notice to perform assigned duties.

Exempt employees will not be eligible to receive on call pay.

In an emergency or other unforeseen circumstances, a university may verbally instruct an employee to be on-call for a period of not more than twenty-four (24) consecutive hours. The employee shall not be eligible for on-call payments in excess of the period for which verbal instructions are appropriate.

In order to receive on-call pay, an employee must be instructed in writing to be available for work outside their regular work schedule, be at a fixed location, and be ready to be back at the work station when needed.

When approved as provided herein, an employee who is required to be on-call shall be compensated by payment of a fee in an amount of three dollars ($3.00) per hour for each hour such employee is required to be on-call.

Carrying an electronic signaling device during off-regular work hours does not automatically qualify an employee to receive on-call pay.

On-call pay is not compensable for purposes of computing overtime.

If an on-call period is less than one (1) hour, the employee shall be paid for one hour.
Operating Hours, Rest, and Meal Periods

Purpose:
To define rest and meal periods within the University’s standard working hours of 8:00 am to 5:00 pm.

Policy:
Rest Period Breaks:
• The University supports rest periods even though it is not required by the Fair Labor Standards Act (FLSA).
• A rest period of 15 minutes in the middle of each four-hour work period is considered compensable time. Rest periods may not be used (1) to offset late arrival or early departure from work or to accumulate paid time off from one day to the next.
• Rest period breaks that are longer than 30 minutes are not compensable.

Meal Periods:
• A meal period lasting 30 minutes or longer is not considered compensable time, according to the FLSA. A meal period of less than 30 minutes and approved by the respective supervisor is considered time worked, and therefore, compensable.
• If work is being performed and the employee is not relieved of his/her duties during a meal period, then the time would be considered compensable.
• An employee must be released of all their duties and responsibilities during the meal period.
Overtime Pay and Compensatory Time

Purpose:
To establish a policy for overtime pay and compensatory time for non-exempt employees.

Policy:
Non-exempt employees are entitled to overtime pay at one and one-half times their hourly rate for all hours actually worked in excess of 40 hours in a work week.

The overtime rate calculation is based on the regular rate of pay, which includes the hourly pay and all additives.

All overtime hours must be authorized by the immediate supervisor prior to working. Any employee working overtime without prior authorization will be subject to discipline.

Compensatory time may be earned by non-exempt employees in lieu of overtime pay for all hours actually worked in excess of 40 hours. Compensatory time is credited at the rate of one and one-half times the number of hours in excess of 40 hours worked in a workweek.

Non-exempt employees must use accrued compensatory time within thirty (30) days of its accrual, provided that to do so would not unduly disrupt the operations of the University. If the accrued compensatory time is not used within 30 days, the University shall make cash payment to the employee for the overtime hours worked.

Special compensatory time may be earned on an hour-for-hour basis by an employee occupying a non-exempt position when:
- the employee observed a holiday and worked 40 hours the week during which the holiday occurred;
- the holiday falls on the employee’s regularly scheduled day off;
- the employee is required to work the holiday;
- the employee is required to perform essential duties during an emergency closing for the hours worked during the closing.

Exempt employees are not entitled to compensatory time or overtime pay for hours worked in excess of 40 hours per week.

When an employee is changed from a non-exempt to an exempt position, all accrued compensatory time will be paid before the change takes place.

When an employee is transferred to a new department, all accrued compensatory time may either be paid or transferred, at the discretion of both departments involved in the transfer.
Any employee with accrued compensatory hours on record with Human Resources on December 24, 2011 is excluded from having to use or be paid the accrued hours within the 30 day period.

The normal workweek for each full-time employee shall be forty (40) hours. The University retains the right to schedule its employees; however, the University will make a good faith effort, whenever practical, to provide employees with consecutive hours in the workday and consecutive days in the workweek.

Upon agreement of the employee and the University, non-exempt employees shall receive either compensatory leave or cash payment for overtime. If agreement cannot be reached, the University shall make cash payment for overtime worked.

The university will maintain an online leave status of the compensatory time for each employee as part of the online leave balance system.

Procedure:
A Rotation Overtime List shall be created for each department to fairly distribute any overtime and will be updated as needed and posted on the last day of the workweek. The selection of overtime shall come from a rotation list that is based on seniority. The list will start with the most senior to the least senior employee in the department. The University will go to the first person on the list and work its way down. If that person cannot work the overtime, then he/she is placed at the bottom of this list. If that person cannot be reached, then the University skips him/her and goes to the next employee; however, he/she remains where he/she is at on the list for the next time (he/she is not placed at the end of the list).
Performance Excellence Process (PEP)

Purpose:
To establish a Performance Excellence Process, (PEP), aligned with organizational objectives that provide consistent criteria for enhancing and assessing employee performance on an annual basis.

Policy:
PEP provides individual employees with an opportunity for the development of their potential, continued learning and career development.

In preparing the Performance Discussion Document, the supervisor/ manager may solicit feedback on the employee's performance from a variety of sources: peers/colleagues, direct reports, students and other constituents.

PEP is a year-round process which shall culminate in the annual Performance Discussion. Supervisors will be evaluated on whether the Performance Excellence Process was conducted annually for their subordinates.

Both supervisors and employees must attend mandatory training on the Performance Excellence Process. Employees will be annually evaluated using FIU's values core competencies and job specific competencies identified based on the functions of each individual position. An employee shall ordinarily be evaluated by his/her immediate supervisor in consultation with the second level supervisor. The immediate supervisor shall be held accountable for such evaluation. The immediate supervisor shall be the person regularly assigned to direct the work of the employee, or, if unavailable, the person appointed by the Department Head. The supervisor is responsible for the timely evaluation of the employee.

The employee shall be provided with information regarding the basis of the evaluation and shall, upon written request, be provided a copy of any documents which were considered and submitted to Human Resources in completing the evaluation.

The evaluation shall be discussed with the employee. The employee may prepare a written response which shall be attached to the evaluation and placed in the employee's personnel file.

Where an employee does not meet performance standards, the university may develop a performance improvement plan intended to correct performance deficiencies. Such employee shall be granted, upon written request, an opportunity to discuss with an administrator at the next higher level concerns regarding the evaluation.

An employee who is involuntarily demoted or dismissed for an evaluation of not meeting performance standards may seek review under the Internal Resolution Process. The review shall be solely to determine whether the performance evaluation was done in an arbitrary or capricious manner. The neutral reviewer shall not substitute his/her judgments regarding an employee’s performance for that of the evaluator.
Personal Leave of Absence without Pay

Purpose:
To establish a policy that defines eligibility, duration and return from leave requirements for granting a Leave of Absence without Pay (LOA).

Policy:
An employee may be granted a LOA, for up to three months for personal reasons subject to approval by the department head. The request for the LOA must be in writing and should be examined carefully by the department head to determine whether the interest of the employee and the University would best be served by granting this leave.

All accrued vacation leave must be used before a LOA without Pay may be approved.

An employee does not accrue leave during the LOA. An employee shall not receive pay for holidays that fall within the period of the LOA.

Employees on a LOA are eligible for benefits pursuant to limitations of the program.

Upon completion of an approved LOA without pay, the employee is to be returned to the position formerly occupied, or to a position with equivalent status, pay, benefits and other employment conditions. Failure to return to work on the scheduled date will constitute job abandonment.
Professional Development Leave

Purpose:
To provide exempt employees with leave opportunities to advance job-related skills and knowledge.

Policy:
Professional Development Leave is granted to increase an exempt employee’s value to the University as well as to the employee’s position and/or professional expertise. These opportunities should include enhanced opportunities for professional renewal, educational travel, study, field observations, research, writing or professional development. This leave is in part to be granted to allow the employee to further his/her education.

Employees must have been employed by the University for at least six (6) years of full-time continuous service and must meet the following criteria:

- The employee’s work performance is superior.
- The University deems that there are acceptable resources and adequate coverage available during the employee’s absence. Eligible employees may be asked to time their professional development leave in accordance with program needs and the ability of the department to finance the leave.
- The employee provides a detailed description and documentation of the professional development opportunity as well as a report once the leave is completed.
- Professional development leave could be at half pay for a full academic year or at full pay for one semester.
- The employee must guarantee that at the end of the leave, he/she will return to employment at the University for at least one (1) year following the leave. An employee who does not return to the University shall reimburse the University for the salary received during the professional development leave.
- If the employee receives outside income as a result of the professional development experience, he/she must report such income to the University. University compensation will normally be reduced by the amount necessary to bring the total income for that period to a level comparable with the employee’s normal position.
- Once the time period for the professional development leave is agreed upon in writing, it cannot be extended. If it is shortened, prior notice to the supervisor is required.
- The employee and supervisor agree to and understand that the position will remain open and available when the employee returns.

Both the University and the employee will contribute to retirement, social security, insurance programs and other employee benefits during the leave. Eligible employees will continue to accrue sick leave and vacation leave on a full-time basis during the professional development leave.
Separations of Employment

Purpose:
To administer a uniform process for employee separations.

Policy:
University employment is presumed to be voluntary and indefinite for both the employee and the University. The employee-employer relationship may be terminated at any time for any valid reason.

Separations from University employment may include the following:

Termination - Occurs when an employee is permanently separated from University employment with or without cause. Termination may be preceded by corrective action. Unsatisfactory performance or misconduct may warrant immediate dismissal.

Resignation - Occurs when an employee initiates a termination by notifying the immediate supervisor of his/her intention to resign.

Job Abandonment - Occurs when an employee is absent without approved leave for three (3) or more consecutive scheduled workdays. Such action represents an abandonment of position, and the employee will be automatically terminated. If the employee’s absence is for reasons beyond the control of the employee and the employee notifies the University as soon as practicable, the University will review the circumstances surrounding the absence on an individual basis to determine if it is to be considered abandonment of position.

Any separation of employment shall be in consultation and with the approval of the Vice President for Human Resources or his/her designee.

If an employee is separated from employment for any reason other than misconduct, the employee shall be given a notice period of four (4) weeks after one year of employment, plus two (2) weeks for every year thereafter, up to a maximum of twelve (12) weeks.

The notice period for terminations of employment without misconduct for employees who were in established positions prior to July 1, 2005 and had a minimum of 10 consecutive years of employment with the University as of June 30, 2005, shall be six (6) months notification, prior to terminating their employment relationship.

Upon notice of termination without cause, the University shall decide at its sole option, whether to:

- Allow the employee to continue to work at the University during the notification period in the same position or in a different position;
- Place the employee on leave with pay during the notification period
- Pay the amount due to the employee in salary during the notification
period as a lump sum payment and cease employment of the employee immediately; or

• Take a course of action that is a combination of any of the above.

Terminations based on discriminatory reasons are prohibited.

Employees will give two weeks written notice of resignation. A resignation may not be rescinded by the employee without concurrence of the University.
Shift Differential Pay

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

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

Evening: A differential of 3% is paid for shifts where the majority of the hours fall after 6:00 P.M.

Night: A differential of 6% is paid for shifts where the majority of the hours fall after midnight.

The shift differential additive is included in the calculation of an employee’s regular rate of pay for purposes of computing overtime pay.
Sick Leave

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

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

Employee’s Immediate Family – defined as spouse, children (including foster or stepchildren), parents (including stepparents), brother and sister (including stepbrother and stepsister), grandparents, and grandchildren and same-sex domestic partner.

Policy:
An employee shall accrue sick leave in accordance with the table contained in this policy.

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

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

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

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

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

When possible, employees are expected to schedule planned medical appointments in a manner that minimizes disruption of the workflow.
Employees must use sick leave for its intended purpose. Supervisors will monitor employee use of sick leave for patterns of abuse. Abuse of paid sick leave will result in disciplinary action up to and including dismissal.

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

**FLORIDA INTERNATIONAL UNIVERSITY**  
**SICK LEAVE ACCRUAL**

<table>
<thead>
<tr>
<th>Length of Service</th>
<th>Hours Accrual Per Pay Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full-time employees</td>
<td>4 Hours</td>
</tr>
<tr>
<td>Part-time employees</td>
<td>Accrue sick leave at a rate directly proportionate to the percent of time employed (FTE).</td>
</tr>
</tbody>
</table>
Sick Leave Pool

Purpose:
To allow eligible regular employees to donate sick and vacation leave hours to the Sick Leave Pool. A participating member, upon depletion of the employees’ sick, vacation and compensatory leave credits and after approval of the Sick Leave Pool Committee, may draw hours from the Pool for their personal major illness, accident or injury.

Policy:
Participation in the Pool shall be voluntary on the part of eligible employees.

Eligibility in the Pool is extended to employees after completion of six months of employment with the University, provided that a minimum of forty (40) hours of sick and/or vacation leave has been accrued by full-time employees, or twenty (20) hours by part-time employees.

Full-time employees contribute eight (8) hours of leave and part-time employees contribute four (4) hours of leave to the Pool. Such hours will be deducted from the employee’s sick and/or vacation leave account.

Participating employees may terminate their membership in the Pool at any time by notifying the Administrator.

Participating employees who retire, terminate, or are terminated from the University will be terminated from the Pool.

To maintain the Pool with sufficient hours and maintain membership status all full-time members will, on an annual basis, donate four (4) hours leave, and part-time employees will donate two (2) hours leave.

When the total credits available in the Pool amount to four hundred eighty (480) hours or less, the Pool shall be considered depleted. Upon depletion, the Pool members will be notified that eight (8) hours for full-time employees and/or four (4) hours for part-time employees of leave credits will be deducted from their accounts unless they inform the Sick Leave Pool Administrator of their intention to withdraw membership from the pool.

The inability of a participating employee to contribute to the Pool at the time the Pool is depleted shall not exclude the employee from continued membership in the Pool.

Any sick leave contributed to the Pool by a participating employee shall be forfeited upon the employee’s cancellation of membership, retirement, or termination from University employment.

Participating employees may not apply any conditions or restrictions on any leave hours they contribute to the Pool. Participation in the Pool does not guarantee hours may be withdrawn from the Pool.
Leave hours from the Pool shall be granted only for the employee’s personal illness, injury, accident, or exposure to a contagious disease. Personal illness shall include, but not limited to disabilities which are the result of or contributed to by medical conditions (including those complications related to pregnancy or childbirth), surgery and recovery.

Participating employees must have depleted all their accrued leave credits before leave credits from the Pool will be granted.

A participating full-time (1.0 FTE) employee may withdraw a maximum of 480 hours from the Pool during any twelve (12) month period. Part-time employees may withdraw a maximum of 240 hours from the Pool during any twelve (12) month period.

Sick leave hours withdrawn from the Pool by a participating employee are not required to be replaced. Hours granted by the Pool but not used by the employee will be returned to the Pool.
Temporary or Permanent Lateral Reassignments

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

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

**Policy:**
**Reassignment**
The University has the right to determine the allocation of staffing resources based on operational needs through the use of temporary and permanent change in lateral reassignments. Whenever possible, an employee in the bargaining unit will be given ten (10) working days written notice prior to the effective date of the change in assignment. Employees who are reassigned under the provisions of this Policy shall not ordinarily suffer a loss of pay as a result of such reassignment. When making a decision regarding the granting of a request for reassignment and upon the availability of a position, the University shall consider appropriate factors, including, but not limited to, the applicants length of continuous university service, performance evaluations, work-related awards and achievements, relevant work experience, and education/training.
Tuition Waiver Program

Purpose:
To provide eligible employees an opportunity to enhance their education by attending classes at the University with the intent of receiving a college degree or attend classes that are related to their job assignment. Also, in the event that an employee does not enroll for 7 credits hours in a given semester, to allow a member(s) of the employee’s immediate family the opportunity to enhance their education by attending classes at the University with the intent of receiving an undergraduate degree.

Policy:
Full time employees at the University are eligible to participate in the Tuition Waiver Program. Employees on leave are not eligible for tuition waiver except when the leave is granted as part of an educational program; however, employee’s eligible family members will still be permitted to obtain the tuition waiver.

Eligible employees, employees’ spouse, employee’s same-sex domestic partner, or employees’ dependent children under the age of twenty five (25) may enroll for up to a combined maximum of seven (7) credit hours of FIU on-campus instruction each semester without payment of the registration fee. Only in-state tuition is covered.

Employees must be admitted as a degree seeking undergraduate or graduate students. If approved by their supervisor, the employee may enroll as a special student and take courses that are specifically related to their job assignment.

Employees may register in regular lecture and laboratory courses, thesis, directed individual study, directed research courses, and internships. College of Law, College of Medicine, undergraduate limited access programs, and CAPS Professional Development offerings (continuing education courses) are excluded.

The program will cover up to six (6) credit hours per semester for employees admitted to doctoral programs to pay for dissertation courses (7980 – 7989). A maximum of thirty (30) credits will be covered.

For employees admitted to thesis master’s programs who have reached the thesis stage, the program will pay tuition for up to three (3) credit hours per semester for thesis courses (6970-6979). A maximum of nine (9) thesis credits will be covered. Special laboratory or other required student fees must be paid by the individual.

An employee attending classes with the intent of attaining an undergraduate or graduate degree must receive a grade of not less than a “B” in an “A-F” graded course or a “P” in a “P/F” graded course; a lower grade will result in the employee being charged for the course(s). For an employee taking more than seven (7) credit hours, the “B” or “P” grade eligibility will be applied to any seven (7) hours receiving a minimum of a “B” or “P” grade.
Employees are to discuss with their supervisor their intent to take classes and should schedule classes during off-duty hours whenever possible. When a desired class cannot be scheduled during off-duty hours, the supervisor may adjust the employee’s work schedule, or allow the employee to use annual leave, accumulated compensatory time, or leave without pay based on the department’s business necessity. The same rule applies if the employee is attending classes for Professional Development that are related to their job assignment.

In the event that the eligible employee does not enroll for seven (7) credit hours in a given semester, the employee’s eligible family members may enroll for the credit hours not being used by the employee, not to exceed a combined total of seven (7) credit hours in-state tuition each semester for employee and family members.

Eligible family members must be admitted to FIU as degree seeking undergraduate or graduate student(s). A verification letter from the Registrar’s Office must be provided at the time of application for the Tuition Waiver Program.

Family members may register in regular lecture and laboratory courses, thesis, directed individual study, directed research courses, and internships. College of Law, College of Medicine, undergraduate limited access programs, and CAPS Professional Development offerings (continuing education courses) are excluded.

Special laboratory or other required students fees must be paid by the individual.

A family member must receive a grade of not less than a “B” in an “A-F” graded course or a “P” in a “P/F” graded course; a lower grade will result in the employee being charged for the course(s). For a family member taking more than seven (7) credit hours, the “B” or “P” grade eligibility will be applied to any seven (7) hours receiving a minimum of a “B” or “P” grade for the individual family member.

Employees will be responsible for paying tuition for any courses dropped by the employee or the employee’s family member after the official Drop/Add period during the first week of classes.

Eligibility will be established by the Division of Human Resources.
Vacation Leave

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

Definitions:
**Seniority** – continuous service in a job classification. This definition applies to Law Enforcement Personnel, is only for the purpose of this policy, and does not apply to layoffs.

Policy:
Employees shall accrue vacation leave in accordance with the table included in this policy.

Vacation leave earned during any pay period shall be credited to the employee on the last day of that pay period. During leaves of absence with pay, an employee shall continue to earn vacation leave credits.

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

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

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

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

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

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

Non-Exempt Personnel

<table>
<thead>
<tr>
<th>Length of Service</th>
<th>Hours Accrued Per Pay Period</th>
<th>Maximum Accrual and Payout Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 5 years</td>
<td>5 Hours</td>
<td></td>
</tr>
<tr>
<td>More than 5 years but less than 10 years</td>
<td>6 Hours</td>
<td></td>
</tr>
<tr>
<td>More than 10 years</td>
<td>7 Hours</td>
<td>250</td>
</tr>
</tbody>
</table>

Exempt Personnel

<table>
<thead>
<tr>
<th>Length of Service</th>
<th>Hours Accrued Per Pay Period</th>
<th>Maximum Accrual and Payout Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>7</td>
<td>352</td>
</tr>
</tbody>
</table>
## Internal Resolution Process

**FIU Board of Trustees & AFSCME**

**Step 1: Informal Remedy**

### Employee Complaint Sheet:

<table>
<thead>
<tr>
<th>Date Received: _____________________________</th>
</tr>
</thead>
<tbody>
<tr>
<td>Received by: _____________________________</td>
</tr>
<tr>
<td>Print Name/Title</td>
</tr>
<tr>
<td>Signature</td>
</tr>
</tbody>
</table>

### Employee Information

<table>
<thead>
<tr>
<th>Name:</th>
<th>Department:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date Submitted:</td>
<td>Division:</td>
</tr>
<tr>
<td>E-Mail Address:</td>
<td>Phone/Extension:</td>
</tr>
</tbody>
</table>

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

- [ ] AFSCME
- [ ] Myself
- [ ] Other

### Statement of Complaint

Complete the form and submit it to your immediate supervisor within seven (7) business days of the occurrence or the date that you knew or reasonably should have known the act or omission. Discussions will be informal for the purpose of settling differences. A written response will be provided to the employee within ten (10) business days from the date that the complaint was presented to the supervisor. In the complaint, you must cite the specific policy and sections allegedly violated and the specific acts or omissions giving rise to the allegations.

**Exception to Step 1 Deadline:** If the complaint is in reference to a violation of the provisions of the Conflict of Interest and Outside Activity Policy, the period for informal resolution of a dispute alleging a violation shall be 5 business days from the date that the complaint was filed.
Note: An extension may be requested due to extenuating circumstances. The University and the complainant must mutually agree in writing to the extension.

Indicate your complaint in the space provided below (attach additional sheets, including supporting documentation, if needed):

Indicate remedy sought:
Internal Resolution Process
FIU Board of Trustees & AFSCME
Step 2: Request of a Review of a Step 1 Decision

Employee Complaint Sheet:

Date Received: _____________________________

Received by: __________________________   ________________
  Print Name/Title   Signature

Employee Information
Employee Name: ________________  Department: ________________
Date Submitted: ________________  Division: ________________
E-Mail Address: ________________  Phone/Extension: ________________

I will be represented in this complaint by: (check one) – representative must sign
and print name on the appropriate line):

☐ AFSCME ___________________________________________________________________

☐ Myself ___________________________________________________________________

☐ Other ___________________________________________________________________

Summary of Step 1 Completion

If the complaint is not satisfactorily resolved at the first step or if the supervisor has
failed to respond within the Step 1 deadlines, the complainant, within seven (7)
business days of the answer in Step 1, or if no answer was received under Step 1 when
the answer was due, may appeal in writing to the Vice President for Human Resources
or designee. All complaints will be addressed within fifteen (15) business days of the
appeal request.

Date of Step 1 Decision: _________________________
Please attach the Supervisor’s decision, if any.
Exception to the Step 2: If the complaint is in reference to a violation of the provision of the Conflict of Interest and Outside Activity Policy, the dispute will be heard by the Vice President or designee no more than 7 business days after a request for a Step 2 review has been filed. The Vice President of Human Resources or designee shall issue a Step 2 decision no more than 3 business days after the Step 2 meeting.

Statement of Complaint

In the complaint, you must cite the specific policy and sections allegedly violated and the specific acts or omissions giving rise to the allegations.

Indicate your complaint in the space provided below (attach additional sheets, including supporting documentation, if needed):

Indicate remedy sought:

I have read and understand the Internal Resolution Process Policy. I have read and understand the Internal Resolution Process Policy. I understand that the filing of a complaint constitutes a waiver of any of my rights to judicial or administrative review, pursuant to Chapter 120, Florida Statutes, or to the review of such actions under other University procedures available to address such matters. This form is in accordance with the Internal Resolution of Policy Disputes of the FIU BOT/AFSCME Bargaining Agreement.
This notice should be sent to:
Florida International University
Division of Human Resources
Employee & Labor Relations
11200 SW 8th Street, PC 236
Miami, FL 33199

NOTE: The complaint will not be processed unless signed by the complainant(s).

________________________________________________________________________
Signature of Complainant(s) Date

As the AFSCME representative, I have the authority to sign this complaint on behalf of
the complainant.

________________________________________________________________________
Signature of AFSCME Representative on behalf of the Complainant Date

Attachments: 1. Original Complaint form provided to supervisor
   2. Written Response of the Step 1 Decision, if any
   3. All Attachments

This notice should be sent to:
Florida International University
Division of Human Resources
Employee & Labor Relations
11200 SW 8th Street, PC 236
Miami, FL 33199

Note: In the event that any language contained in this form conflicts with the FIU-BOT/AFSCME and/or University policies, the FIU-BOT/AFSCME and/or University policy language controls.
Internal Resolution Process
FIU Board of Trustees & AFSCME
Step 3: Notice of Arbitration

Employee Complaint Sheet:

Date Received: __________________________

Received by: __________________________   ________________

Print Name/Title     Signature

Employee Information

Employee
Name: ___________________________   Department: ___________________________
Date Submitted: ___________________________   Division: ___________________________
E-Mail Address: ___________________________   Phone/Extension: ___________________________

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

☐ AFSCME ___________________________

☐ Myself ___________________________

☐ Other ___________________________

REQUEST FOR NEUTRAL PARTY REVIEW

If the employee is in disagreement with the decision rendered in Step 2, the employee(s) may appeal in writing to the Vice President for Human Resources or designee a review by a Neutral Panel within seven (7) business days of receipt of the Step 2 decision or when the decision was due. The Neutral Panel will review all information and documentation gathered during Step 1 and Step 2 and will render a final and binding decision within thirty (30) business days following the hearing which will be held sixty (60) business days after all the Panel members have accepted their appointments. The decision or award of the Neutral Panel shall be final and binding upon the University, AFSCME, and the complainant.

Exception to Step 3: If the complaint is in reference to a violation of the provisions of the Conflict of Interest and Outside Activity Policy, the Step 3 Panel will hold a hearing within seven (7) business days after being selected and will issue a decision seven (7) business days thereafter.

Note: An extension may be requested due to extenuating circumstances. The University and the complainant must mutually agree to the extension.
I have read and understand the Internal Resolution Process Policy. I understand that the filing of a complaint constitutes a waiver of any of my rights to judicial or administrative review, pursuant to Chapter 120, Florida Statutes, or to the review of such actions under other University procedures available to address such matters. This form is in accordance with the Internal Resolution of Policy Disputes of the FIU BOT/AFSCME Bargaining Agreement.

Signature of Complainant(s) Date

As the AFSCME representative, I have the authority to sign this complaint on behalf of the complainant.

Signature of AFSCME Representative on behalf of the Complainant Date

**NOTE: The complaint will not be processed unless signed by the complainant(s).**

Attach all supporting documentation.
1. Original complaint form provided to management
2. Written Response of the Step 1 Decision, if any
3. All attachments to Step 1 Decision
4. Complaint provided to Human Resources (Step 2 Form)
5. Written Response of the Step 2 Decision, if any
6. All attachments to Step 2 Decision

This notice should be sent to:
Florida International University
Division of Human Resources
Employee & Labor Relations
11200 SW 8th Street, PC 236
Miami, FL 33199

**Note:** In the event that any language contained in this form conflicts with the FIU-BOT/AFSCME and/or University policies, the FIU-BOT/AFSCME and/or University policy language controls.