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**UNIVERSITY OF NORTH FLORIDA
OFFICE OF HUMAN RESOURCES**

**PROPOSED PERSONNEL PROGRAM
EFFECTIVE FEBRUARY 1, 2006**

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2 **INTRODUCTION**
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4 The University of North Florida embraces the following philosophy of human
5 resources management, recognizing the boundaries of fiscal responsibility.

6 The University seeks to recruit, develop, retain, and reward a diverse, highly
7 skilled, motivated and dynamic workforce. The University will expect and support
8 excellence in employee performance. Employees will be encouraged, coached,
9 evaluated, rewarded and managed consistent with their efforts to embrace
10 excellence as the standard for individual and collective actions.

11
12 Our personnel policies and regulations are intended to be:

- 13 • forward-thinking
- 14 • responsive to market needs, and
- 15 • competitive within relevant markets
- 16 • fair
- 17 • concise
- 18 • easy to read and understand
- 19 • employee-friendly
- 20 • collaborative, and
- 21 • designed to promote a spirit of trust through delegation of responsibility
22 and authority, with accountability at all levels.

23
24 Herein are the personnel policies and regulations (Personnel Program) for the
25 University of North Florida. These policies and regulations are intended to
26 complement any existing Collective Bargaining Agreement (CBA) and where the
27 policies/regulations are inconsistent with any existing CBA the CBA will be the
28 controlling authority for those represented employees.

1 **PROVISIONS GOVERNING PERSONNEL MATTERS**

2

3 **I. OBJECTIVE & PURPOSE**

4 The purpose of this regulation is to establish parameters and
5 delegation of authority for establishing, administering and maintaining
6 the University’s Personnel Program.

7

8 **II. STATEMENT OF REGULATION**

9 The Board of Trustees is responsible for establishing and the University
10 President is responsible for administering, and maintaining the Personnel
11 Program. These policies and regulations are supplemented by internal
12 management communication informing administrators of procedures or
13 guidelines for implementing the policies contained herein. However, these
14 procedures and guidelines shall not change substantive rights of
15 employees or terms and conditions of employment.

16

17 A. The University President may delegate the authority and responsibility to
18 take the following personnel actions within the area for which the designee
19 is responsible:

- 20 1) Appoint all personnel.
- 21 2) Approve the transition of University personnel to the appropriate status
22 (probationary, regular, tenure, etc.) in accordance with applicable CBA.
- 23 3) Approve the domestic travel of University personnel.
- 24 4) Approve disciplinary actions affecting University personnel. All
25 recommendations for demotion, suspension and termination of Support
26 and Administrative employees shall be reviewed by the Director of
27 Human Resources prior to taking such action. All recommendations
28 for demotion, suspension and termination of faculty shall be reviewed
29 by the Office of the Provost and Vice President for Academic Affairs
30 prior to taking such action.

1 5) Approve compensated and uncompensated leaves of absence for all
2 personnel.

3 B. The University's Office of Human Resources, under the direction of the
4 Vice President for Administration and Finance, is delegated authority and
5 responsibility for providing a coordinated system of personnel
6 management and administration for all Administrative and Support
7 employees. The Director of Human Resources shall provide oversight
8 and guidance to hiring units for the following functions:

9 1) For Administrative employees:

10 a. Acting appointments.

11 b. Original appointments and hiring salaries for original
12 appointments.

13 c. Annual and other salary increases up to and in excess of the
14 pay range maximums.

15 d. Salary changes due to promotion, reassignment, and/or
16 demotion.

17 e. Dual employment and/or dual compensation

18 f. Addition, deletion and transfer of authorized positions.

19 g. Classification and reclassification of positions.

20 h. Overlap in positions.

21 i. Disciplinary actions

22

23 2) For Support employees:

24 a. Applicant eligibility for particular classification.

25 b. Original appointments and hiring salaries for original
26 appointments.

27 c. Appointments with trainee status.

28 d. Classification and reclassification actions.

29 e. Pay for on-call assignments.

30 f. All appealable personnel actions.

31 g. Disciplinary actions.

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C. For purposes of these policies, University employees are those persons who have been hired by the University, receive financial compensation to perform services for the University, and whose work is directed and controlled by the University. The term "employee" includes those identified in Section G below and does not include volunteers or independent contractors.

D. University employees are required to adhere to the University’s Code of Conduct and Ethics policies.

E. The provisions of this Personnel Program are subject to all applicable Federal and Florida laws.

F. Personnel Programs

- 1) For the purposes of the Human Resources Personnel Program, the word “University” means the University of North Florida and includes the Board of Trustees (“Board”). The phrase “University President” includes designee.
- 2) The University is committed to equal employment opportunity and nondiscrimination towards applicants and employees with respect to race, color, religion, age, disability, sex, sexual orientation, marital status, national origin, and veteran status consistent with Federal and State law. Unlawful discrimination, harassment, and retaliation are prohibited by the University. Behavior that constitutes unlawful discrimination, harassment, or retaliation is unacceptable.

G. University employment consists of the following defined categories:

- 1) EXECUTIVE SERVICE: Executive Service positions ordinarily report directly to the University President, unless otherwise specified in writing, and may include the vice presidents and other positions responsible for policy-making at the executive level. Employees in the Executive Service serve at the will of the University President, do not have tenure, and have no expectation

1 of appointment beyond a 60 days notice period. However, faculty
2 members who serve in positions designated as Executive Service
3 shall retain their earned tenure as a faculty member.

4 2) FACULTY defines positions assigned the principal responsibility of
5 teaching, research, or public service activities or for Administrative
6 responsibility for functions directly related to the academic mission.

7 3) ADMINISTRATIVE defines positions assigned Administrative and
8 management responsibilities or professional duties at the
9 department/unit level, or above, including those historically referred
10 to as A&P.

11 4) SUPPORT defines positions assigned paraprofessional, clerical,
12 secretarial, technical, skilled crafts, service, or maintenance duties,
13 including those historically referred to as USPS.

14 5) Other Personnel Services (OPS): defines temporary employment
15 with no guarantee of continued employment.

16 H. The University Personnel Program is not a contract or a guarantee of
17 employment and may be subject to change in accordance with appropriate
18 procedures.

19
20 *References: 1001.74 (4), (19), (34); 1001.75 (16); 1012.91 (1); 119.07 (1) FS.*
21 *and any relevant Collective Bargaining Agreements.*

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DIVERSITY STATEMENT

I. OBJECTIVE & PURPOSE

The purpose of this policy is to reinforce the University's commitment to diversity in the recruitment, selection and retention of faculty and staff and further to create an environment of inclusiveness for all who interact in our community.

II. STATEMENT OF POLICY

The University community consists of students, faculty and staff from a variety of cultures, backgrounds and life experiences that are devoted to learning in a climate that is inclusive for all who interact here. The University is committed to attracting students of diverse backgrounds and experiences and is similarly committed to recruit, hire and retain employees who bring a diversity of viewpoints, cultures and a broad range of human experiences to the University.

Such efforts enrich the quality and texture of our community and provide an environment where individuals and groups learn with and from each other.

In furtherance of the University's diversity initiatives and focus toward inclusiveness, it is expected that all in the University community will appreciate and respect the dignity, individuality, and the uniqueness of our individual community members. It is also expected that we will maintain an environment conducive to the pursuit of educational, scholarly, and career interests, where both the distinctiveness of each person's experience and the common humanity that unites us all will be recognized. This will allow us to take full educational advantage of the variety of talents, backgrounds, and perspective of those who study and work in the University.

LIMITED ACCESS PERSONNEL RECORDS

I. OBJECTIVE & PURPOSE

The purpose of this regulation is to establish clear policy and procedures for access to employment records and other employee information.

II. STATEMENT OF REGULATION

A. Employment records and other employee information maintained by the University are subject to the provisions of this regulation and may also be subject to other laws or regulations that limit public access to the records or parts thereof.

1) Generally, University personnel records are public records and under the Sunshine Law are open for public inspection. However, personnel records do contain confidential information, such as social security numbers, health and/or other information which is exempt from production pursuant to the Sunshine Law.

Accordingly, prior to releasing any personnel records, employees should consult with their supervisor to ascertain what confidential information may not be released.

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

3) Personal information of law enforcement personnel and their immediate family members are not considered public records and are exempt from the General State Policy on Public Records under Section 119.07, F.S.

B. The Director of Human Resources is the custodian of the central personnel files of University employees. All requests for inspection and/or duplication of personnel records must be made to the Office of Human

1 Resources. Copies of the records may be furnished upon request, at a
2 cost of \$0.15 per page.

3 C. Additional personnel information regarding faculty, undergraduate
4 student employees and other employees may be under the custodial
5 responsibility of the respective vice presidents, deans or directors. The
6 custodians of such records are responsible for designating, in a manner
7 consistent with the provisions of this policy, those University personnel who
8 have access to limited access records and other employee materials not
9 open to the public. Any University personnel who have access to such
10 records and materials shall maintain their confidentiality.

11 D. Records which are identified in this policy as “limited access” records
12 are confidential and are not subject to inspection under the provisions of
13 Chapter 119.07(1), F.S. Limited access records shall be available for
14 inspection only by the employee who is the subject of the records, the
15 employee’s representative, university officials who use the information in
16 carrying out their responsibilities, peer committees responsible for
17 evaluating employee performance, and arbitrators or others engaged by the
18 parties to resolve disputes, or by others by court order. For the purposes of
19 this policy, limited access records shall include:

- 20 1) **For Records created on or before July 1, 1995** – Any and all
21 records reflecting evaluations of employee performance.
- 22 2) **For Records created after July 1, 1995** –
 - 23 a. Records that reflect “academic” evaluations of employee
24 performance. “Academic” for the purposes of this policy means
25 performance evaluation documents regarding employees
26 designated as Academic Personnel (AP), employees in the General
27 Faculty pay plan prior to the implementation of the AP
28 classification, or other employees subject to the faculty or academic
29 personnel evaluation process. Examples of such records are those
30 resulting from academic evaluation processes such as tenure,
31 promotion, annual evaluation, student evaluation of teaching

1 (except records comprising the common core items contained in
2 the State University System Assessment of Instruction instrument),
3 Teaching Incentive Program (TIP), compression/inversion, other
4 faculty awards, and merit increases. Records comprising the
5 common core items contained in the University Student
6 Assessment of Instruction instrument are not provided limited
7 access status. The summary results of the common items, by
8 course, shall be open for inspection in accordance with Chapter
9 119, F.S. However, raw data gathered on the forms completed by
10 the students are limited access documents.

11 b. Records maintained for the purposes of any investigation of
12 employee misconduct. Such records shall be confidential until the
13 investigation ceases to be active, the University concludes the
14 investigation with a finding to proceed or not to proceed with
15 disciplinary action, or the University issues a letter of discipline.
16 The records shall be open to University personnel conducting the
17 investigation, the administrator responsible for the appointment and
18 assignment of the employee investigated, and their respective
19 designees. To the extent necessary to meet the due process
20 requirements of applicable University policies, or collective
21 bargaining agreements, certain records of the investigation may be
22 open to the employee investigated at the time indicated in the
23 applicable policies, or agreements. A notice of proposed
24 disciplinary action is confidential until a letter of discipline is issued
25 or a decision is made not to proceed further with disciplinary action.

26 1. An investigation is presumed inactive if no finding is made
27 within ninety (90) days, but the University may overcome
28 that presumption through appropriate documentation in the
29 records.

30 2. For sexual harassment investigations, portions of such
31 records which identify the complainant, a witness, or

1 information which could reasonably lead to the identification
2 of the complainant or a witness, retain their confidential
3 status even after the investigation is closed.
4

5 E. Records maintained for the purposes of any disciplinary proceeding
6 brought against an employee or of any grievance proceeding for
7 enforcement of a collective bargaining agreement. Such records shall be
8 confidential until a final decision is made in the proceeding. The records
9 shall be open to University personnel conducting the proceeding, the
10 administrator responsible for the appointment and assignment of the
11 employee, and other University personnel representing the University in the
12 proceeding. The record of the proceeding itself, including any evidence
13 presented during the proceeding, is open to inspection by the employee.
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1 **RECRUITMENT, SELECTION, AND APPOINTMENT**

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I. OBJECTIVE & PURPOSE

The purpose of this regulation is to ensure fair and consistent recruitment, selection and appointment of University employees not subject to collective bargaining agreements, including non-unit Faculty and non-unit Support staff.

II. STATEMENT OF REGULATION

- A. The following provisions govern recruitment, selection, and appointment of University employees:
 - 1) Qualified applicants are those who meet the minimum qualifications contained in the University class specification and any additional competencies required for the specific position in the class unless appointments are with emergency, provisional, or trainee status. The University shall determine the education, training, and experience for the class specification as appropriate for a specific position.
 - 2) Any person who has been convicted of a felony involving the sale of or trafficking in, or conspiracy to sell or traffic in, a controlled substance as described in Chapter 893, F.S., is disqualified from employment unless conditions outlined in Section 775.16, F.S., are met. Failure to disclose such conviction is cause for dismissal.
 - 3) The University shall ensure the spoken English language competence of all prospective and current Faculty involved in classroom instruction, other than courses conducted primarily in a foreign language, as stipulated in Chapter 1012.93, F.S., and staff who serve in a customer service capacity. For prospective faculty this shall be ascertained during the initial campus

1 interviews. For current non-unit Faculty, this competence shall
2 be ascertained during the annual evaluation.

3 B. The University's offer of employment and appointment procedures
4 shall be consistent with the following:

- 5 1) The offer of employment for Faculty and Administrative
6 positions shall be conditioned on the return of written
7 acceptance by a specified date.
- 8 2) Each non-unit Faculty member or Administrative employee shall
9 be issued either an annual contract or documented
10 appointment. Multi-year contracts are permissible for non-unit
11 Faculty and Administrative employees, to a maximum of five (5)
12 years per contract. Contracts may be renewable.

13 b. The University shall use the following appointment modifiers which
14 define the conditions of an employee's appointment. Such
15 appointment modifiers apply to the appointment of a qualified
16 employee unless otherwise stated and are subject to published
17 guidelines and procedures of the University.

18 1) Non-unit Faculty Appointment Modifiers:

- 19 a. Regular – A continuing appointment. The appointment
20 modifier is not included in the title.
- 21 b. Acting – A limited time appointment to a position primarily
22 assigned Administrative duties during the short-term
23 absence of the incumbent.
- 24 c. Interim – A limited time appointment during the period of
25 time between the separation or retirement of an employee
26 and the assumption of duties by a replacement.
- 27 d. Part-time – An appointment paid from OPS. Such
28 appointments are for temporary employment and the term of
29 employment is only for the period specified in the offer.
- 30 e. Visiting – An appointment of a person having appropriate
31 professional qualifications, when either the person or the

1 position is not expected to be available for more than a
2 limited period of time.

3 f. Joint – An appointment when the person is regularly
4 participating in the teaching and/or graduate supervision
5 responsibilities of more than one academic department/unit.
6 The appointment modifier is not included in the title.

7 g. Research – An appointment when the person is engaged
8 primarily in research. The appointment modifier is not
9 included in the title.

10 h. Clinical – An appointment in conjunction with a professional
11 position in a hospital, school, or other clinical environment.
12 The appointment modifier is not included in the title.

13 i. Courtesy – An unpaid appointment that may include special
14 status or academic privileges. Persons appointed with this
15 status may or may not be otherwise affiliated with the
16 University. The appointment modifier is not included in the
17 title.

18 j. Honorary/Honoris Causa – An unpaid appointment of an
19 individual having distinction and honor in his/her field, but
20 who does not possess the normal requirements for the
21 position.

22 k. Emeritus – An honorary title that may be conferred at
23 retirement in recognition of distinguished service.

24 l. Affiliate – An appointment when a person participates in
25 some functions of other academic departments/units. The
26 appointment modifier is not included in the title.

27 m. Multi-Year – An appointment that extends beyond one
28 academic or fiscal year.

29
30 2) Administrative Appointment Modifiers:

- 1 a. Regular – A continuing appointment. The appointment
- 2 modifier is not included in the title.
- 3 b. Provisional – An appointment of a person who is not fully
- 4 qualified, but who is expected to acquire such qualifications
- 5 in a short period of time.
- 6 c. Acting – A limited time appointment that includes the
- 7 assumption of additional or replacement duties during the
- 8 short-term absence of the incumbent.
- 9 d. Interim – A limited time appointment during the period of
- 10 time between the termination or retirement of an employee
- 11 and the assumption of duties by a replacement.
- 12 e. Temporary – an appointment to replace an employee on
- 13 leave, temporarily promoted or reassigned; or to overlap one
- 14 employee with another for training purposes.
- 15 f. Emergency – An appointment when a vacancy must be filled
- 16 immediately during an emergency, for an initial period of up
- 17 to three (3) months with the option of extending. Such
- 18 appointments may be made without regard to the
- 19 employee’s training and experience or other provisions of
- 20 this policy. However, the person will need to meet the
- 21 minimum qualifications for the position if s/he elects to
- 22 become an applicant during the search process.
- 23 g. Emeritus – An honorary title that may be conferred at
- 24 retirement in recognition of distinguished service.
- 25 h. Multi-Year – An appointment that extends beyond one
- 26 academic or fiscal year.

27 3) Support Appointment Modifiers:

- 28 a. Regular – A continuing appointment after successful
- 29 completion of the designated probationary period for the
- 30 class.

1 b. Probationary – An appointment to a position in a class for
2 the designated period, where the employee meets the
3 minimum qualifications for the position.

4 c. Trainee:

5 1. The appointment of a prospective appointee who has
6 not passed a required examination but meets the
7 minimum qualifications for the position;

8 2. The appointment of a prospective appointee who is
9 not fully qualified but is expected to acquire such
10 qualification in a short period of time;

11 3. The appointment of an individual under a cooperative
12 education program, a vocational rehabilitation
13 program, an approved university training program, or
14 an apprenticeship program.

15 d. Temporary:

16 1. An appointment to provide a non-regular
17 assignment to a vacant position;

18 2. An appointment to replace an employee who is on
19 leave, or who is promoted or reassigned;

20 3. An appointment to overlap one employee with
21 another for training purposes.

22 Continuous successful performance in a class with the appointment modifier of
23 temporary may be counted toward completion of the required probationary
24 period. The decision to count such time toward completion of the probationary
25 period shall be made at the time the employee is initially appointed with
26 probationary status.

27
28 e. Emergency – An appointment when a vacancy must be filled
29 immediately during an emergency, for an initial period of up
30 to three (3) months with the option of extending. Such
31 appointments may be made without regard to the

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employee’s training and experience or other provisions of this policy. However, the person will need to meet the minimum qualifications for the position if s/he elects to become an applicant during the search process.

- f. Time-limited – An appointment to a position for a particular project, enterprise, or specified period. Such designation must be made to the position at the time of recruitment. A time-limited position shall have the same benefits as a position with a regular appointment modifier. Such position shall not have rights provided for layoff and recall.

EMPLOYMENT OF RELATIVES

I. OBJECTIVE & PURPOSE

The purpose of this regulation is to prevent conflicts of interests, actual or perceived, regarding the employment of relatives at the University.

II. DEFINITION

For purposes of this regulation “relative” means individuals who are related as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, grandparents, father-in-law, mother-in-law, grandparents-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, or half sister.

III. STATEMENT OF REGULATION

A. Selection Committees: Employees should avoid situations where they may influence the decision to hire a relative at the University. A conflict of interest would exist, for example, if employees serve on a selection committee or in a decision-making chain where a relative has applied for employment. In such a scenario, employees should disclose their familial status to the chair of the selection committee or the Director of Human Resources prior to the candidate’s interview and recuse themselves from any deliberations regarding their family member.

B. Supervision: Employees are not permitted to supervise relatives as a conflict of interest may exist in situations such as assigning duties,

1 determining pay, conducting performance appraisals or other
2 supervisor-employee scenarios.

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UNIVERSITY POLICE QUALIFICATIONS

I. OBJECTIVE & PURPOSE

The purpose of this regulation is to establish and maintain a police and public safety department for the University of North Florida.

II. STATEMENT OF REGULATION

It is the regulation of the University of North Florida Board of Trustees that the University of North Florida Office of Police & Public Safety shall protect the University's population, buildings, grounds and equipment, preserve the peace, provide general police services to the University community, and enforce the laws of the State of Florida, the ordinances of the City of Jacksonville, and the policies and traffic regulations of the University of North Florida.

- A. University police shall meet the minimum standards established by the Criminal Justice Standards and Training Commission and Chapter 943 of the Florida Statutes, and the traffic regulations promulgated there under.
- B. Each University police officer shall, before entering into the performance of his or her duties, take the oath of office established by the University and the University shall enter into a good and sufficient bond on each officer payable to the Governor and his successors in office, in the penal sum of \$5,000 with a surety company authorized to do business in the State of Florida as surety thereon, conditioned on the faithful performance of the duties of said officer.
- C. University police officers shall complete a probationary period of twelve (12) months, beginning upon completion of the Field

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Training Program, with satisfactory service before attaining
Regular status.
D. University police officers shall be provided with a uniform set of
identification credentials.

AMERICANS WITH DISABILITIES ACT

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I. OBJECTIVE & PURPOSE

The purpose of this regulation is to provide qualified individuals with disabilities reasonable accommodations to enable them to seek employment and to perform the essential functions of the requirements of the individual's employment at the University.

II. STATEMENT OF REGULATION

If a qualified individual with disability believes that he or she requires an accommodation or modification in the application process, of his or her work station, or requires some type of auxiliary aid or service to interview for employment or to perform the essential functions of his or her position at the University, the individual should contact the University's Americans with Disabilities Act (ADA) Compliance Office and follow its procedures for requesting accommodations.

The ADA Compliance Office can be reached at: 620-2870.

PRE-EMPLOYMENT REQUIREMENTS

I. OBJECTIVE & PURPOSE

The purpose of this regulation is to ensure that the University conducts thorough background screenings of prospective non-unit faculty, Administrative, Support and OPS employees.

II. STATEMENT OF REGULATION

- A. All prospective non-unit Faculty, Administrative, Support and OPS employees may be subject to background checks upon an offer of employment. Continued employment is contingent upon the satisfactory results of the checks and continued maintenance of position eligibility requirements.
- B. Checks may include federal, state, and local criminal background. Those positions that require operation of a motor vehicle will include a driver's license check.
- C. Employees promoted or reassigned to a position of trust (i.e., handling money, driving, access to secure property, working with children, etc.) may be subject to a criminal background check upon promotion or reassignment.
- D. The Office of Human Resources (OHR) or the Office of Academic Affairs either reviews the reports or is provided eligibility criteria by the entity who conducts the background checks and makes decisions regarding suitability for employment, or continued employment based on the reports received and the particular job.
- E. All prospective employees may be subject to fingerprinting upon an offer of employment, depending on the offered position.
- F. University Police Department (UPD) conducts fingerprinting checks through the Florida Department of Law Enforcement (FDLE) for all

1 positions in Law Enforcement, Child Care and those with
2 responsibility for handling cash, or working in the Residence Halls

3 G. OHR reviews reports and makes decisions regarding suitability for
4 employment based on findings and the particular job.

5 H. Hiring departments must conduct reference checks on all
6 prospective employees to establish suitability for employment using
7 the guidelines established by the OHR.

8 I. The OHR must receive the written results of all reference checks
9 for inclusion in the employee's personnel file.

10 J. All prospective employees may be subject to a urine drug test
11 upon an offer of employment, depending on the offered position.

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MOVING EXPENSES

I. OBJECTIVE & PURPOSE

The purpose of this policy is to certify employment eligibility for moving expenses of new hires.

II. STATEMENT OF POLICY

- A. Hiring departments may cover moving expenses of new hires if such payment is clearly in the best interest of the University.
- B. The Office of Human Resources will certify request upon determination of employment eligibility of the prospective employee upon the hiring department's completion of and submission of the Moving Expenses Request found on the OHR website at www.unf.edu/dept/humanres.
- C. Payment of moving expenses shall ordinarily be limited to the cost of packing and shipping of household goods not to exceed 15,000 pounds, and reasonable expenses incurred for moving an automobile.
- D. The University will not authorize payment for cleaning of any residence in connection with the move, the unpacking of household goods, or payment of expenses, other than those discussed above, associated with the household move of the employee or family members.

DIRECT DEPOSIT

I. OBJECTIVE & PURPOSE

The purpose of this policy is to outline and enforce an efficient process for the secure and timely electronic disbursement of compensation.

II. STATEMENT OF POLICY

- A. As a condition of employment, all employees hired after April 26, 2004 are required, at the time of hire, to authorize their paychecks to be electronically submitted to their financial institutions.
- B. It is the responsibility of the employee to review all pay stubs and immediately report any overpayment to the University in accordance with the University's Employee Debt Collection regulation.

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COMPENSATION

5 **I. OBJECTIVE & PURPOSE**

6 The purpose of this regulation is to establish a policy and broad
7 philosophy for the fair and equitable compensation of University
8 employees. This regulation is applicable to all faculty and staff not
9 subject to collective bargaining agreements.

10
11 **II. STATEMENT OF REGULATION:** Pay actions shall be administered
12 consistent with the following provisions:

13 A. The University of North Florida Board of Trustees has delegated to
14 the University President the ability to establish and maintain the pay
15 structure for Administrative and Support positions.

16 B. The University's compensation strategies shall be consistent with
17 the following University compensation philosophy, recognizing the
18 boundaries of fiscal responsibility, and embracing a pay-for
19 performance approach:

20 1) Pay is to be equitable and fair.

21 2) Pay is to be competitive.

22 3) Pay is enhanced for excellence as determined by
23 successful outcomes.

24 4) Pay is enhanced for the acquisition and application of
25 competencies/contributions valued by the University.

26 C. Individual competencies, assigned duties and responsibilities of
27 the position, and performance levels are bona fide reasons
28 for differences in pay. In some cases, length of service may
29 be a bona fide reason for a difference among salaries.

30 D. When determining a hiring salary, the hiring authority should
31 consider a number of factors including but not limited to:

32 1) individual competencies

- 1 2) educational level
- 2 3) training and experience
- 3 4) internal and external market

4 E. When determining merit increases, the following factors should
5 be considered along with the provisions of any University
6 established merit pay plan/system:

- 7 1) individual or group performance level
- 8 2) method of payment (increases to base salary or lump
9 sum)

10 F. Within the boundaries of funding and fiscal responsibility,
11 compensation strategies will include the following:

- 12 1) Striving to pay a salary competitive within relevant
13 markets. Where funding is limited, colleges/divisions may
14 strive for a target salary which may be less than the
15 actual market salary and/or have a multi-part plan for
16 achieving internal and external equity.
- 17 2) Considering and recognizing an employee's individual or
18 team performance including, but not limited to:
 - 19 a. excellence in individual and collective actions
 - 20 b. specific outcomes which result from individual
21 skills/competencies
 - 22 c. meeting and/or exceeding University goals
 - 23 d. contributing to the enhancement of the University's
24 effectiveness

25
26 G. Each organizational unit has the authority to determine how
27 appropriated salary dollars are used in accordance with
28 University policies and procedures. Discretionary salary
29 determinations may be based on individual or team
30 outcomes.

31 H. Pay actions may include the following:

- 1) A pay increase may be provided for a temporary assignment on an acting basis and, upon return to original responsibilities, the pay may be adjusted.
- 2) An employee returning from unpaid leave shall receive any increases in the pay range for the class or mandatory pay increases granted during the period of unpaid leave, unless pay implementation instructions provide otherwise. Also, an employee may be considered for discretionary increases.
- 3) Pay upon original appointment for Administrative and Support staff shall be made within the pay range with the following exceptions:
 - a. A provisional appointment for Administrative staff may be below the minimum of the pay range. The pay shall be increased to at least the minimum of the pay range upon the employee attaining the minimum qualifications for the class.
 - b. A trainee appointment for a Support position shall be in accordance with the approved individual training schedule and may be below the minimum of the pay range.
 - c. An emergency appointment for a Support position may be below the minimum of the pay range.
 - d. Annual pay increases shall be in accordance with guidelines approved by the University Board of Trustees..
- I. Other pay increases may be provided under the following categories:
 - 1) Increased responsibilities.
 - 2) Market conditions including counter-offers and retention due to specialized or extensive investment or training.

- 1 3) Salary compression or inversion.
- 2 4) Increases to resolve a pay disparity considering
- 3 education, experience, or duties and responsibilities of
- 4 other employees.
- 5 5) Lump sum payments to recognize the successful
- 6 completion of a special project or assignment which is
- 7 in addition to the employee's regularly assigned duties,
- 8 or a documented significant increase in productivity or
- 9 productivity goal achievement including a group
- 10 incentive program.
- 11 6) Increases to recognize sustained superior performance.
- 12 7) Approved career development programs.
- 13 8) Pay additives including those for asbestos-related
- 14 activities, lead abatement activities, lead-worker pay,
- 15 shift differentials, on-call pay, field training officer
- 16 activities, and other approved activities.

17 J. Other pay adjustments.

- 18 1) An employee who is demoted shall receive pay
- 19 commensurate with the responsibilities assigned. The
- 20 demotion may be with or without a reduction in base
- 21 rate of pay.
- 22 2) The removal of pay additives, correction of
- 23 overpayment, or reduction to the maximum of the pay
- 24 range do not constitute a reduction in pay action.
- 25 3) When the assignment of Faculty serving in an
- 26 administrative position such as Vice President, Dean or
- 27 Director is changed, the pay and appointment period
- 28 shall be adjusted to reflect the new responsibilities. If
- 29 the adjusted pay of an administrator, whose
- 30 appointment is being changed to a ranked Faculty will
- 31 be greater than 90 percent of the range of pay for

1 Faculty in the same rank in the college or school in
2 which the employee is to be appointed, the new pay
3 must be approved by the University President.

- 4 4) When an employee's appointment is changed from a
5 calendar year to an academic year appointment, the
6 employee's pay shall be adjusted to 75 percent of the
7 calendar year base pay. For an employee whose
8 appointment was previously changed from academic
9 year to calendar year where the pay was adjusted other
10 than by 133.3 percent, pay shall be adjusted to the
11 percent which is the reciprocal of the percent previously
12 used. A different pay adjustment percent may be used
13 upon agreement of the employee and the University
14 President.

15 K. The University shall arrange work schedules to minimize
16 overtime and shall establish procedures for overtime pay
17 consistent with the Fair Labor Standards Act (FLSA) and
18 related wage and hour laws.

19 L. Extra Compensation.

- 20 1) Pay for appointments up to the available established
21 FTE for the position shall be from funds designated as
22 salaries.
23 2) Pay for the portion of an appointment in excess of the
24 available established FTE for the position and for
25 activities of limited duration where no FTE is assigned
26 shall be from funds designated as OPS.

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B. OVERTIME (applicable to hourly employees only)

- 1) Overtime must be approved by the appropriate supervisor prior to the hours being worked. Failure to comply with this provision may lead to disciplinary action.
- 2) Overtime worked will be paid in accordance with the provisions of the Fair Labor Standards Act (FLSA).
- 3) Overtime shall be paid no later than the end of the following pay period, unless accrued as overtime compensatory leave.

C. COMPENSATORY LEAVE: (applicable to hourly employees only).
Compensatory leave shall consist of the following types and such unused leave shall be transferred or paid as follows.

- 1) Overtime compensatory leave is provided in lieu of payment for overtime for nonexempt Support employees at the rate of one and one half times the total hours worked beyond 40 in a workweek.
- 2) Unused overtime compensatory leave shall be paid out as follows:
 - a. if the employee changes departments through promotion or reassignment.
 - b. if the employee has accrued more than 80 hours (120 for University police) as of June 1, the amount in excess of 80 and 120 respectively shall be paid out in the last pay period of June.
 - c. if the employee separates from the University.
 - d. if the employee requests payout during the year
- 3) Regular compensatory leave shall be provided to a Support exempt employee for work beyond 40 hours on an hour-for-hour basis. The University may elect to pay

1 an employee for a part or all accrued special
2 compensatory leave at any time.

- 3 4) Employees must use accrued compensatory leave prior
4 to using other types of leave.

5
6 D. PAID AND UNPAID LEAVE STATUS

7 Employees who may face the need to be on an unpaid leave for one pay
8 period or more must meet with the Benefits Staff in the Office of Human
9 Resources prior to going into an unpaid status. If it is not possible for the
10 employee to meet, the employee should designate a representative to meet
11 on the employee's behalf in order to ensure arrangements are made to
12 provide for continued insurance coverage.

- 13 1) Leave shall be accrued while in pay status and shall be
14 credited on the last day of that pay period or, in the case
15 of separation, on the last day the employee is on the
16 payroll.
- 17 2) During approved unpaid leave for parental, foster care,
18 medical, or military reasons, an employee may use
19 accrued leave to continue the contributions to State
20 benefits and other expenses.
- 21 3) Unless agreed otherwise, an employee shall be
22 employed in the same or similar status upon completion
23 of the approved leave period.
- 24 4) While on paid leave, an employee may not be employed
25 elsewhere unless the requirements for outside activity
26 have been met.

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IV. BENEFITS

Health Insurance, Life Insurance and Related Benefits

The University offers a variety of benefits to its employees including health, vision, dental, and other benefits to assist employees with everyday needs. Many of the standard benefits are provided to employees through the State of Florida; however, the University also provides benefits to its employees through private entities. Benefits are offered both on a pre-tax and after tax basis, depending upon the nature of the benefit. For further information regarding the benefits provided to University employees, please contact the Office of Human Resources Benefit Coordinators or refer to the OHR website at www.unf.edu/dept/humanres/benefits.html.

A.. SICK LEAVE

Sick leave accrual for full-time employees shall be as follows with proportionate accrual for less than full-time.

Hours Accrued During Pay Period

	Monthly	Biweekly
Faculty	8.667	4
Administrative	8.667	4
Executive Service	10.883	5
Support	8.667	4

- 1) Sick leave shall be accrued before use unless available through the University's Sick Leave Pool pursuant to the Sick Leave Policy. There is no maximum on the amount of sick leave that can be accrued. Sick leave accrued prior to October 1, 1973, shall be used prior to any sick leave accrued after that date.
- 2) Sick leave is authorized for the following purposes:

- 1 a. The employee's personal illness, injury, exposure to a
- 2 contagious disease, a disability where the employee is
- 3 unable to perform assigned duties, or appointments with
- 4 health care providers.
- 5 b. The illness, injury, appointments with health care providers,
- 6 or death of a member of the employee's family.
- 7 3) Notice of absence due to illness, injury, disability, or exposure
- 8 to a contagious disease shall be given on the first day of
- 9 absence.
- 10 4) The University shall accept the transfer of a maximum of eighty
- 11 (80) hours of accrued sick leave accrued in another State
- 12 university within Florida or New College for which payment has
- 13 not been received provided no more than 31 days have elapsed
- 14 between employments; or if reemployed by UNF within 60 days,
- 15 unpaid sick leave will be restored. In the case of a layoff, the
- 16 unpaid sick leave will be restored if recalled by the University
- 17 within one year.
- 18 5) Upon separation, an employee with 10 or more years of State
- 19 service shall be paid for one-eighth of all unused sick leave
- 20 accrued prior to October 1, 1973, and for one-fourth of unused
- 21 sick leave up to a total of 480 hours accrued after October 1,
- 22 1973, in accordance with Section 110.122, F.S.

23

24 B. Annual Leave

- 25 1) Annual leave for full-time employees shall be as follows with
- 26 proportionate accrual for less than full-time. An academic
- 27 year (39 weeks) employee, and an employee appointed for
- 28 less than 9 months shall not accrue annual leave. Hours of
- 29 accrual for Support is based on years of creditable service
- 30 and such service shall be awarded as one month of service
- 31 credit for each calendar month that the employee is on the

1 salaried (non-OPS) payroll of the University or during
 2 authorized unpaid leave.

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 4 **HOURS ACCRUED DURING PAY PERIOD**

	MONTHLY	BIWEEKLY	YEAR- END MAXIMUM	MAXIMUM PAYOUT	MAXIMUM TRANSFERABLE
FACULTY	14.667	6.769	352	352	352
ADMINISTRATIVE	14.667	6.769	352	352	352
EXECUTIVE SVC.	20	9.195	480	480	480
SUPPORT (Months of service)					
0-6	8.667	4	240	240	0
7-60	8.667	4	240	240	240
61-120	10.833	5	240	240	240
Over 120	13	6	240	240	240

- 5
- 6 2) Annual leave shall be accrued prior to use.
- 7 3) Employees may accrue annual leave in excess of the year end
 8 maximum during a calendar year. Employees with accrued
 9 annual leave in excess of the year end maximum as of
 10 December 31, shall have any excess converted to post October
 11 1, 1973 sick leave on an hour-for-hour basis on January 1 of
 12 each year. The employee may retain hours in excess of the
 13 year end maximum with the approval of the Director of Human
 14 Resources.
- 15 4) No annual leave, accrued in another State university within
 16 Florida or state plan shall transfer.
- 17 5) An employee who separates from employment shall be paid for
 18 all unused annual leave hours up to the year-end maximum
 19 allowed for the pay plan. Upon reemployment by the University
 20 within 60 days or upon recall by the University within one year,

1 all unpaid annual leave shall be restored and any annual leave
2 paid at time of separation shall be restored upon repayment.

3 6) Upon entering into the Deferred Retirement Optional Program
4 (DROP), employees may elect to be paid up to the year-end
5 maximum of their unused annual leave.

6 7) Upon transfer from an annual leave-accruing position to a non
7 leave-accruing position, the employee shall be paid for unused
8 annual leave.

9 **V. Other Leaves**

10 A. Administrative Leave

11 Employees are provided paid administrative leave as follows and
12 shall not cause the full-time employee to exceed 40 hours during
13 the workweek. Administrative leave is not accrued.

14 1) JURY DUTY - Administrative leave for jury duty shall not
15 exceed the number of hours in the employee's normal
16 workday. If jury duty does not require absence for the
17 entire workday, the employee shall return to work
18 immediately upon release by the court. If the jury duty
19 does not coincide with the regular work schedule, the
20 employee shall be granted administrative leave based on
21 the total hours served on jury duty and such leave shall
22 be granted on the next scheduled work shift. Any jury
23 pay shall be retained by the employee.

24 2) SUMMONS AS WITNESS - Administrative leave shall
25 be provided to an employee summoned as a witness in a
26 matter not involving personal interests. Administrative
27 leave shall not be provided to an employee serving as an
28 expert witness. Witness pay shall be retained by the
29 employee.

- 1 3) ATHLETIC COMPETITION - Administrative leave for
2 athletic competition in Olympic events shall be provided
3 in accordance with Section 110.118, F.S.
- 4 4) OFFICIAL CLOSING OF THE UNIVERSITY -
5 Administrative leave shall be provided for the official
6 closing of University facilities. Support employees
7 required to perform essential services during an
8 emergency closing shall have the time worked during the
9 official closing calculated as overtime.
- 10 5) FLORIDA DISASTER VOLUNTEERS - The University
11 President may provide administrative leave for Florida
12 Disaster Volunteers.
- 13 6) CIVIL DISORDER - The University President may grant
14 administrative leave for civil disorder or disaster for an
15 employee who is a member of a volunteer emergency
16 response team.
- 17 7) VOTING IN PUBLIC ELECTIONS – Up to two hours of
18 administrative leave may be provided for voting in public
19 elections.
- 20 8) INVESTIGATIONS - The University may place an
21 employee under investigation on leave up to the length of
22 the investigation.
- 23 9) DISCIPLINARY NOTICE - The University may place an
24 employee on administrative leave between the notice of
25 reduction in pay, suspension, or dismissal and the
26 effective date of such action.
- 27 10) BEST INTEREST OF THE UNIVERSITY - The
28 University may place an employee on administrative
29 leave when the employee's presence in the workplace
30 may result in damage to property, or injury to the

1 employee or others, or it has been determined that it is in
2 the best interest of the University to do so.

3
4 **B. Bereavement Leave**

5 Employees may use up to three (3) days of Bereavement Leave
6 upon the death of a family member/relative. For purpose of this
7 policy, family member/relative is defined as: husband; wife; parent;
8 child; brother; sister; spouse of a child, brother, sister; or parent,
9 child, brother, or sister of spouse; grandparent; grandchild; aunt,
10 uncle, first cousin, niece or nephew. "Relative" or "related" person
11 also includes a person who is engaged to be married to an
12 employee or who otherwise holds himself or herself out as or is
13 generally known as the person whom the employee intends to
14 marry or with whom the employee intends to form a household, or
15 any other person having the same legal residence as the University
16 employee.

17
18 **C. Compulsory Leave**

19 Compulsory Leave provisions shall be consistent with the following.

- 20 1) The University may place an employee on Compulsory
21 Leave if the employee is unable to perform the duties of
22 the position or is experiencing excessive absences due to
23 medical reasons.
- 24 2) Medical certification of the medical condition and work
25 restrictions, if any, by an approved health care provider
26 shall be required.
- 27 3) The University may require the employee to be examined
28 by a University-appointed physician to determine fitness for
29 duty. The University shall pay the cost of the examination.
- 30 4) Notice shall be provided to the employee identifying
31 duration of the leave, the conditions for return to the

1 position, and whether such leave shall count toward FMLA
2 entitlements.

3 5) The employee may be allowed to use paid leave during
4 compulsory leave to continue the contributions to State
5 benefits and other expenses.

6 6) Unless agreed otherwise, an employee shall be employed
7 in the same or similar status upon completion of the
8 approved leave period and upon receipt of medical
9 certification.

10 7) Employees who fail to meet the conditions of the
11 compulsory leave or who fail to obtain medical certification
12 and are unable to perform duties may be dismissed for
13 inability to perform the duties of the position.

14 D. Family Medical Leave Act (FMLA)

15 Employees are provided with twelve workweeks (480 hours) of
16 Family and Medical Leave within a 12-month period in compliance
17 with the Family and Medical Leave Act (FMLA) of 1993 (Public Law
18 103-3) and the Final Regulations of the Family and Medical Leave
19 Act of 1993 (29 CFR Part 825). The 12-month period is calculated
20 on a rolling year basis for each individual employee. All employees
21 are eligible including OPS employees who have worked at least 12
22 months (these need not have been consecutive) and who have
23 worked at least 1250 hours in the 12-months prior to the leave.
24 Faculty, Administrative, and Support employees may use paid
25 leave for an FMLA event and such shall be counted toward the
26 entitlement.

27 E. Military Leave

28 Military leave and reemployment rights shall be provided to Faculty,
29 Administrative, and Support employees consistent with Federal and
30 State laws, specifically:

- 1) 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.
- 2) An employee shall receive their full pay in addition to their military pay for the first thirty (30) days of active duty.
- 3) After the initial 30 days, the law allows those on active duty to receive the necessary pay to fill any gap between their military and civilian pay and continue their existing benefits. Leave payment of this type shall be made only upon military authority that thirty (30) days of military service have been completed.
- 4) Upon separation from the military service, the employee shall be eligible to return to the former position held or a different position in the same class provided the employee is honorably discharged.

F. Parental Leave

Employees shall be provided with up to six (6) months unpaid parental leave during which time the employee may use accrued leave when the employee becomes a biological or adoptive parent. Parental leave may begin two weeks prior to the expected date of the child's arrival unless otherwise approved by the Director of Human Resources.

G. Workers' Compensation

Workers' Compensation benefits for an injury compensable under the Florida Workers' Compensation Law shall be provided consistent with the following.

- 1) An employee shall remain in full pay status for a period up to a maximum of forty (40) hours without being required to use accrued leave credits. If, during that period, the employee receives Workers' Compensation benefits then the employee shall reimburse the University the amount of

1 the benefits. Such reimbursement shall not include
2 payments for expenses related to medical, surgical,
3 hospital, or nursing treatment or payments of disability
4 losses.

- 5 2) An employee may elect to use paid leave to supplement
6 Workers' Compensation payments, not to exceed the
7 employee's regularly scheduled work day.
- 8 3) The period of paid or unpaid job-related disability leave
9 shall be in accordance with Chapter 440, F.S.
- 10 4) An employee who was injured in the workplace, may be
11 returned to alternate duty consistent with established
12 University policies or procedures.
- 13 5) If at the end of the leave period, an employee is unable to
14 return from leave to work full-time and perform the duties of
15 the position, the University may consider various
16 employment options.
- 17 6) FMLA shall run concurrently with Workers' Compensation.

18
19 **VI. Retirement Program**

20 All eligible Faculty and Administrative employees are enrolled in the
21 Optional Retirement Program (ORP) unless employees elect to
22 participate in the Florida Retirement System. All other employees
23 participate in the Florida Retirement System (FRS Pension or FRS
24 Investment Plans), except those who remain in the State and
25 County Officers and Employees Retirement System or the
26 Teachers Retirement System.

SICK LEAVE POOL

I. OBJECTIVE & PURPOSE

The purpose of this policy is to allow eligible regular employees to voluntarily donate sick and vacation leave hours to the Sick Leave Pool. A participating member, upon depletion of the employees' sick, annual 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.

II. STATEMENT OF POLICY

It is the policy of the University of North Florida to establish and maintain a Sick Leave Pool for full-time and part-time salaried employees which will allow employees to voluntarily pool a portion of their accumulated sick leave, and upon depletion of their own sick, annual and compensatory leave, to draw sick leave credits from the Pool for their personal catastrophic injury or illness, in accordance with established University procedures.

A. General Administration

- 1) The University President shall appoint a Sick Leave Pool Committee ("committee") of six (6) voting employees, comprised of an employee from each division of the University, with representation from each Classification and Pay Plan (Faculty, Administrative and Support), one from the Office of the President, and a representative from the Office of Human Resources. In addition, two alternates will be appointed by the University President to serve in the absence of a committee member. Committee members

1 shall serve a two-year term and shall rotate off in such a
2 manner as to maintain continuity.

3 2) The Director of Human Resources, or designee, shall
4 serve as administrator of the sick leave pool and shall vote
5 only in the event of a tie. Both the administrator and the
6 committee shall be jointly responsible for the administration
7 and operation of the Sick Leave Pool.

8 3) The administrator shall conduct open enrollment on an
9 annual basis and at such other times as prescribed by the
10 committee. The administrator shall also process
11 applications for membership in the pool pursuant to the
12 eligibility criteria established under this policy.

13 4) All records regarding membership applications, usage and
14 other transactions based on decisions of the committee
15 and operation of the pool shall be maintained by the
16 administrator.

17 5) The committee shall meet at designated intervals to
18 review, approve, or disapprove, by majority vote of those
19 present, requests for membership, requests for pool usage,
20 or the non-continuation of members. In addition, the
21 committee shall authorize the administrator to deduct sick
22 leave hours from the members' sick leave accounts.

23 6) The committee alternates shall serve in the absence of a
24 regular member and perform the same functions as the
25 regular member. In addition, the alternates may serve in
26 instances where a possible conflict of interest precludes
27 another member from voting; or serve for the remainder of
28 the term when a vacancy arises due to the resignation of a
29 committee member or the termination of a committee
30 member's employment.

1 7) The administrator (or designee) and a quorum of four (4)
2 committee members must be present for the committee to
3 take action. Committee alternates must attend all meetings
4 and will vote in the absence of a committee member.

5 B. Membership Terms and Conditions

6 1) Membership and participation in the pool shall be voluntary
7 at all times by the employee.

8 2) Membership criteria. An employee shall meet the criteria
9 as set forth herein for membership in the pool.

10 a. The employee must be employed in a full-time or
11 part-time leave-earning position with the University.

12 b. The employee must have been continuously
13 employed for one year without a break in service
14 with the University in a position which earned sick
15 leave credits (see exception as noted in 3 b. below);
16 and

17 c. The employee must have an accumulated sick leave
18 balance of sixty-four (64) hours (proportionate for
19 part-time employees) at the time of application and
20 approval for membership in the pool or at the close
21 of the open enrollment period.

22 3) Application for membership. Application for membership in
23 the pool shall be made in writing to the administrator during
24 open enrollment or during the appropriate periods indicated
25 below:

26 a. An employee who is eligible for membership on the
27 effective date of the pool policy must apply within
28 thirty (30) days of the effective date of the policy or
29 during a subsequent open enrollment period. Upon
30 approval of membership, the employee shall be

1 required to make an initial contribution of eight (8)
2 hours of sick leave if employed on a full-time basis,
3 proportionate for part-time employees.

4 b. A new employee whose immediate previous
5 employer is a State of Florida governmental agency,
6 community college, political subdivision or other
7 State university with whom the University has a
8 reciprocal leave transfer agreement may transfer
9 membership from the previous employer's sick
10 leave pool to the pool within thirty (30) days of the
11 beginning date of employment with the University in
12 accordance with the reciprocal agreement. Such
13 employee will not be required to contribute eight (8)
14 hours upon transferring membership into the pool as
15 long as the employee has at least sixty four (64)
16 hours of sick leave accrued that will be transferring
17 into the University with him/her.

18 4) An employee may withdraw from the pool at any time by
19 written notice to the administrator. Withdrawal from the
20 pool terminates the employee's entitlement to use sick
21 leave credits from the pool and the employee automatically
22 forfeits any prior contributions. A member who withdraws
23 from the pool will not be eligible for reinstatement until the
24 next open enrollment. A pattern of more than two
25 withdrawals from the pool by any one member may result
26 in cancellation of membership.

27 5) Any sick leave contributed to the pool by a participating
28 employee shall be forfeited upon the employee's
29 separation from employment for any reason.

1 6) An employee who separates employment from the
2 University may elect to donate a maximum of sixteen (16)
3 hours of unused, accrued sick leave to the pool. Such
4 donation forfeits the sick leave and it shall not be reinstated
5 should the employee elect to return to the University as an
6 employee at a later date.

7 C. Use of Sick Leave from the Pool

8 1) Participants in the pool may draw upon the pool for their
9 personal catastrophic injury or illness upon approval of the
10 committee. A catastrophic illness or injury shall be defined
11 as a **severe** condition or combination of conditions
12 affecting the mental or physical health of the employee that
13 requires treatment by a licensed medical practitioner for a
14 prolonged period of time. A prolonged period is 120 hours
15 of missed work.

16 2) All requests for sick leave pool benefits shall be made on
17 the application to use sick leave pool credits and shall be
18 accompanied by medical verification, which includes the
19 nature and expected duration of the injury or illness. Pool
20 benefits may be approved retroactive to the first day of the
21 absence for the personal illness, accident, or injury that
22 requires the member to be absent from work fifteen (15) or
23 more consecutive workdays. If less than fifteen (15)
24 workdays are required, sick leave pool hours shall not be
25 approved.

26 3) A member may apply for pool benefits up to a maximum of
27 240 hours in a consecutive twelve (12) month period, with
28 a lifetime maximum of 480 hours. Pool benefits shall be
29 limited to no more than 120 hours per request.

1 4) A member must deplete or will have depleted all accrued
2 compensatory time, special compensatory time, sick leave,
3 annual leave, and personal leave prior to being granted the
4 use of pool hours.

5 5) Participation in the pool does not guarantee that hours may
6 be withdrawn from the pool. The University reserves the
7 right to deny a request for sick leave pool benefits when
8 the application for benefits or medical verification is
9 incomplete or the request does not conform to this policy.
10 Pool benefits shall not be approved or used for non-
11 catastrophic illness or injury such as the occurrences or
12 situations described below (listing is not all inclusive):

- 13 a. Cosmetic surgery except due to illness, accident or
14 injury covered by the member's health insurance
15 plan
- 16 b. Normal childbirth and recovery from such
17 Complications arising from childbirth that require
18 hospitalization and/or a period of limited activity
19 (e.g., complete bed rest) necessary for the safety of
20 the mother and/or unborn child shall be an eligible
21 illness
- 22 c. An intentional self-inflicted injury
- 23 d. War or acts of war
- 24 e. Marital, recreational, educational or speech therapy,
25 except where the speech therapy is obtained as a
26 result of illness, accident, or injury and is or would
27 be covered by the member's health insurance plan.
- 28 f. Illness, accident or injury due to a member's
29 commission of a felony and/or the member's illegal

1 involvement in, connection with, or association with
2 the same.

3 6) If an employee meets the criteria to receive disability
4 benefits under an applicable University or private insurance
5 policy or government program, he/she is no longer eligible
6 to use pool hours.

7 7) If an employee has time-off due to a job-incurred injury
8 covered by Workers' Compensation Benefits, he/she is not
9 eligible to use pool hours for that time-off.

10 8) If an employee returns from leave before the agreed upon
11 date, the difference in hours shall be returned to the pool.
12 The employee's department shall notify the administrator
13 by memorandum of the leave to be returned.

14 9) An employee on leave, using hours from the pool, will
15 continue to accrue sick leave and annual leave at his/her
16 established rate. However, as leave is earned, it will be
17 deducted from the awarded leave balance.

18 10) Abuse of pool benefits may result in the cancellation of
19 membership in the pool, forfeiture of prior contributions,
20 disciplinary action and the member may be required to
21 repay all or part of the sick leave credits withdrawn from
22 the pool. Abuse of pool benefits shall include, but not be
23 limited to: misrepresentation of an illness, accident, or
24 injury, or the circumstances surrounding it, and/or
25 submission of a medical certification which is from other
26 than a licensed medical practitioner, or which
27 misrepresents the nature of a member's illness and/or
28 duration, all for the purpose of receiving sick leave benefits
29 to which the member is not entitled under this policy.

1 D. Maintenance of the Sick Leave Pool.

2 1) Each full-time participating employee will contribute eight
3 (8) hours (proportionate for part-time employees) of sick
4 leave when the pool depletes. Upon 480 hours being
5 donated, the pool will be activated for use by eligible
6 participating employees. No more than sixteen (16) hours
7 of sick leave (proportionate amount for part-time
8 employees) shall be contributed during a twelve (12) month
9 period, except by approval of the committee. Contributions
10 beyond sixteen (16) hours per twelve (12) month period
11 shall not entitle the donor to any additional benefits beyond
12 the provisions of this policy.

13 2) If a member's sick leave balance is insufficient to deduct
14 eight (8) hours (proportionate for part-time employees) at
15 the time the pool is depleted, the member shall be required
16 to contribute the total sick leave hours accumulated and
17 shall contribute the remainder as soon as additional sick
18 leave hours are accrued. The member shall not be
19 allowed to use sick leave credits from the pool until the
20 required number of hours has been contributed to the pool.

21 3) Hours contributed to the pool shall be placed in a single
22 account. Contributions for the benefit of a specific
23 individual, position or illness shall not be accepted.

24 4) The pool shall be considered to be depleted when the total
25 hours in the pool equal 120 hours or less. Upon depletion
26 of the hours in the pool, the administrator shall notify each
27 pool member that an additional eight (8) hours of sick leave
28 will be deducted from his or her sick leave account and
29 deposited in the pool.

- 1 5) The University President may change the terms and
2 conditions of this policy at any time as deemed
3 appropriate.
- 4 6) The University President may, at any time repeal this policy
5 for the purpose of discontinuing the pool.
- 6 7) All hours remaining in the pool at the time of the repeal of
7 this policy shall be prorated equally among the
8 membership, provided at least one hour can be returned to
9 each full-time employed member and prorated for each
10 part-time employed member. Otherwise, remaining hours
11 shall be forfeited.

12 E. Appeal Rights

13 Within five (5) calendar days after the committee issues a decision
14 denying an application for membership or a request for pool benefits or
15 canceling membership in the pool, an employee may appeal such
16 decision in writing to the University President. The decision of the
17 University President shall be final.

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LEAVE DONATION

I. OBJECTIVE & PURPOSE

The purpose of this policy is to allow employees in budgeted positions to voluntarily donate their personal accrued leave to another eligible employee who is experiencing a serious medical condition, or whose immediate family member (spouse, son, daughter, or parent of the employee) is experiencing a serious medical condition.

II. STATEMENT OF POLICY

- A. This policy provides an employee in a budgeted position the opportunity to request and receive donations of leave hours only when the employee does not have sufficient personal leave hours to remain in pay status, and has exhausted all leave options including Sick Leave Pool, if eligible.
- B. These hours may be granted only in the case where the employee is experiencing a serious medical condition, or the spouse, son, daughter, or parent of the employee is experiencing a serious medical condition.
- C. If the employee has been hospitalized or undergone extended medical care as a result of a serious illness or injury, a person acting on their behalf may make the request.
- D. Upon approval, donated hours shall be credited as sick leave directly to the requesting employee's personal sick leave balance. The value of the donated leave will remain equal to the value of that assigned to the donor.
- E. The Sick Leave Pool Committee shall develop operational procedures in support of this Policy. The Director of Human Resources, or designee, shall serve as Chair of this Committee.

UNIVERSITY HOLIDAYS

I. OBJECTIVE & PURPOSE

The purpose of this policy is to establish the University-recognized holidays for the employees of the University of North Florida.

II. STATEMENT OF POLICY

A. The University observes the following paid holidays:

- 1) New Year's Day
- 2) Birthday of Martin Luther King, Jr., (third Monday in January)
- 3) Memorial Day (last Monday in May)
- 4) Independence Day, July 4
- 5) Labor Day, first Monday in September
- 6) Veterans' Day, November 11
- 7) Thanksgiving Day
- 8) Friday after Thanksgiving
- 9) Christmas Day

B. The University President, may, at his/her discretion, designate one (1) additional holiday to be taken during the Christmas – New Year's Day period.

C. If any holiday listed above falls on a Saturday, the Friday preceding that holiday shall be observed as the holiday. If any holiday listed above falls on a Sunday, the Monday following that holiday shall be observed as the holiday.

D. An employee must be in pay status the workday preceding and the workday immediately following the University holiday in order to receive holiday pay.

E. Holidays for University Police are subject to the collective bargaining agreement.

Specific Authority 1001.74(4) FS. Law Implemented 1001.74(19) FS. History

TELECOMMUTING

I. OBJECTIVE & PURPOSE

The purpose of this policy is to provide flexibility to managers and employees in performing University work at an alternate site if it is in the best interest of the University. This policy does not apply to faculty subject to the collective bargaining agreement between the University and the United Faculty of Florida.

II. STATEMENT OF POLICY

It is the policy of the University of North Florida that managers and employees may have the option of establishing a telecommuting arrangement for positions designated as eligible to have work performed at a site other than on the UNF campus.

- A. Duration: This arrangement will be valid until canceled in writing with the approval of the supervisor.
- B. Work Hours: Work hours and location will be specified as part of the arrangement.
- C. Time and attendance will be recorded as if the employees were performing work at the University.
- D. Leave: Employees must obtain supervisory approval before taking leave in accordance with established office procedures.
- E. Overtime and compensatory leave will be provided to telecommuting employees pursuant to the applicable provisions regarding these issues as discussed in these personnel regulations and policies. The employee will continue to work in pay status while working at the home office. An employee working overtime, ordered and approved in advance, will be compensated in accordance with applicable law and policies. The employee understands that the

1 supervisor will not accept work products resulting from unapproved
2 overtime. The employee agrees that failing to obtain proper
3 approval for overtime work may result in removal from the
4 telecommuting program or other appropriate action.

5 F. Equipment: The supervisor and the employee must agree upon the
6 equipment to be used in telecommuting. The University will not be
7 responsible for employee-owned equipment used in the
8 telecommuting program.

9 G. Maintenance of Equipment: Equipment provided by the University
10 must be protected against damage and unauthorized use.
11 University-owned equipment will be serviced and maintained by the
12 University. Equipment provided by the employee will be at no cost
13 to the University, and will be maintained by the employee.

14 H. Cost: The University will not be responsible for operating costs,
15 home maintenance, or any other incidental costs (e.g. utilities),
16 associated with the use of the employee's residence. The employee
17 does not give up any reimbursement for authorized expenses
18 incurred while conducting official business for the University.

19 I. Liability: The University will not be liable for damages to the
20 employee's property resulting from participation in the
21 telecommuting program. In signing this document, the employee
22 agrees to hold the University harmless against any and all claims,
23 excluding workers' compensation claims.

24 J. Workers' Compensation: The employee is covered by workers'
25 compensation if injured in the course of performing official duties at
26 the telecommuting location.

27 K. Verification of Home Safety: In signing the arrangement, the
28 employee verifies that the home office provides work space that is
29 free of safety and fire hazards.

30 L. Work Assignments: The employee will meet with the supervisor to
31 receive assignments and to review completed work. The employee

1 will complete all assigned work according to procedures mutually
2 agreed upon with the supervisor.

3 M. Evaluation: The evaluation of the employee's job performance will
4 be based on established standards in accordance with the
5 evaluation procedures outlined in the University policies.
6 Performance must remain satisfactory to remain a telecommuter.
7 Employees will not be allowed to telecommute while on a
8 performance improvement plan (PIP).

9 N. Records: The employee will apply safeguards which are approved
10 by the University to protect records, electronic or otherwise, from
11 unauthorized disclosure or damage. All records, papers and
12 correspondence must be safeguarded for their return to the office.

13 O. Participation in Evaluation: The employee and supervisor agree to
14 promptly complete and submit telecommuting evaluation materials
15 and to attend periodic group meetings for the telecommuting
16 program as required.

17 P. Curtailment of the Arrangement: Management has the right to
18 remove the employee from the program if participation fails to
19 benefit organizational needs.

20 The employee agrees to work at the office or telecommuting location, and not
21 from another unapproved site. Failure to comply with this provision may result in
22 revocation of the arrangement, and/or other appropriate disciplinary action.

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5 **CONFLICTS OF INTEREST & OUTSIDE EMPLOYMENT/ACTIVITY**
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8 **I. OBJECTIVE & PURPOSE**
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10 The purpose of this regulation is to establish a uniform process for
11 the employees of the University as it pertains to conflict of interest
12 through outside employment and/or activity.

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14 **II. STATEMENT OF REGULATION**
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16 **A. Overview**

17 1) Employees are required to be aware of their obligations and
18 responsibilities as public employees of the University. If an
19 employee has concerns as to what may constitute a conflict of
20 interest, s/he should consult with his/her supervisor.

21 2) Nothing in this regulation is intended to discourage an employee
22 from engaging in outside activity in order to increase his/her
23 professional reputation, service to the community, or income,
24 subject to the conditions stated in this regulation.

25
26 **B. Definitions:**

27 1) For purposes of this policy, employee is defined as non-unit
28 Faculty, Administrative, and Support employees in budgeted
29 positions.

30 2) Outside Employment means any employment, private
31 practice, private consulting, or service which may eventually
32 be compensated, either directly or indirectly.

33 3) Outside activity includes activities that are uncompensated
34 or compensated and may include service on boards or
35 commissions, or any other activity, which is not part of the

1 employee's University duties and for which the University does
2 not provide compensation.

3 4) "Compensation" includes any type of remuneration or
4 benefit received for services performed by the University
5 employee during the outside activity.

6 C. Requirements

7 The duties and responsibilities of an employee's position held at the
8 University are considered the primary employment, therefore, an employee
9 must secure prior written approval as outlined below before engaging in
10 employment with an employer other than the University.

11 1) Administrative Employee Obligations:

12 a. Employee must complete the Outside Employment/Activity Form
13 found on the Office of Human Resources website:
14 www.unf.edu/dept/humanres.

15 b. The form must be approved by the appropriate vice president or
16 designee and the Director of Human Resources. Any request to
17 teach at another institution must also be approved by the
18 Provost and Vice President of Academic Affairs or designee.

19 c. The approved form will be maintained in the employee's
20 personnel file.

21 d. A new form must be completed each July 1 and shall cover the
22 specified employment for the entire fiscal year, however, if the
23 nature of the employment changes or additional subsequent
24 employment is pending, a new form must be completed.

25 2) Non-unit Faculty Employee Obligations:

26 a. Employee must complete the Outside Employment/Activity Form
27 found on the Office of Human Resources website:
28 www.unf.edu/dept/humanres.

29 b. The form must be approved by the immediate supervisor and the
30 Provost or designee.

- 1 c. The approved form will be maintained in the employee's
2 personnel file, with a copy in Academic Affairs and a copy in the
3 employee's College.
- 4 d. A new form must be completed each July 1 and shall cover the
5 specified employment for the entire fiscal year, however, if the
6 nature of the employment changes or additional subsequent
7 employment is pending, a new form must be completed.

8 3) Support Staff Employee Obligations:

- 9 a. Employee must complete the Outside Employment/Activity Form
10 found on the Office of Human Resources website:
11 www.unf.edu/dept/humanres.
- 12 b. The form must be approved by the appropriate department head
13 and the Director of Human Resources.
- 14 c. The approved form will be maintained in the employee's
15 personnel file.
- 16 d. A new form must be completed each July 1 and shall cover the
17 specified employment for the entire fiscal year, however, if the
18 nature of the employment changes or additional subsequent
19 employment is pending, a new form must be completed.

20 D. Use of University Resources

21 An employee who wishes to engage in any outside activity making use of
22 facilities, equipment, services or employees of the University in connection
23 with such outside activity must obtain prior written approval of the
24 appropriate University official.

25 E. Outside Activities

- 26 1) An employee engaging in outside activity must take reasonable
27 measures to ensure that the public, the outside employer or other
28 recipient of services understands that the employee is engaging in
29 such outside activity as a private citizen and not as an employee,
30 agent, or spokesperson of the University.

- 1 2) If an employee engages in any outside activity that is
2 uncompensated, the employee must disclose the existence of this
3 activity if it is reasonable to believe that there is or may be a conflict
4 with the employee's duties as a University employee.
- 5 3) Any employee who intends to engage in any outside activity that is
6 compensated or that may be compensated in the future must
7 advise his/her supervisor in writing of their intent to engage in the
8 outside activity prior to beginning the activity.
- 9 4) If the employee fails to discuss the outside activity in advance of its
10 inception, the employee may be subject to discipline. Further, if the
11 outside activity presents a potential conflict of interest with the
12 employee's University job duties, the outside activity may be
13 disallowed.
- 14 5) The reporting provisions will not apply to activities performed wholly
15 during a period in which the employee has no appointment with the
16 University.
- 17 6) The supervisor or other appropriate University official will assure
18 that approval for the outside activity is granted only when a conflict
19 under this Policy will not occur. The employee will be notified if it is
20 believed that a conflict of interest will result from a proposed
21 outside activity, and the request may be denied.

22 F. Intellectual Property

- 23 1) The Provost and Vice President for Academic Affairs is responsible
24 for all intellectual property, inventions and works developed by
25 University employees and administers protection of any intellectual
26 property, inventions or works, and any copyright, patent or licensing
27 interests of the University.
- 28 2) An employee who proposes to engage in outside employment that
29 may lead to the development of some invention or work in which
30 the University may have or claim an interest must furnish a copy of
31 this Policy indicating that the University may have a claim of

1 ownership to the invention or work and any other applicable
2 governing documents to the outside employer or entity either at the
3 time negotiations for other employment is occurring, or if there is no
4 written agreement, before the employment begins.

5 3) Any requirement(s) that an employee who is engaged in an outside
6 activity must waive the employee's or University's rights or interests
7 to any inventions or works, which may be developed during the
8 course of such outside employment, must be approved by the
9 Provost and Vice President for Academic Affairs.

10 4) Any agreement by the Provost and Vice President for Academic
11 Affairs to assign or release any invention or work, including patent
12 rights, to an employee must include that such invention or work, if
13 patented by the employee, must be available royalty-free for
14 governmental purposes of the State of Florida, unless otherwise
15 agreed in writing by the University.

16 G. APPEALS:

17 1) If an employee believes that a request to engage in outside
18 employment or activity has been unduly denied, a written letter of
19 appeal may be sent to the Office of the President outlining the
20 concern, within ten (10) days of the notification of denial.

21 2) The University President will review the matter and will notify the
22 employee within ten (10) days of receipt of the letter of appeal.

23 3) The decision of the Office of the President shall be final regarding
24 an employee participating in outside employment or activity.

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EVALUATION AND RECOGNITION

I. OBJECTIVE & PURPOSE

The purpose of this regulation is to evaluate performance, acknowledge excellence in performance, communicate performance effectiveness, aid in improving performance in assigned duties, and if necessary, to develop a performance plan to assist in correcting deficiencies for the employee not meeting performance standards. This regulation is applicable to Administrative employees and Support staff not subject to collective bargaining agreements.

II. STATEMENT OF REGULATION

- A. The University shall establish procedures to conduct periodic performance reviews. Each employee shall be evaluated at least annually on the basis of total performance in fulfilling assigned responsibilities.
- B. The evaluation should be considered in making personnel decisions.
- C. The University shall establish programs to recognize employee performance, years of service, and other celebratory achievements.

FACULTY ASSIGNMENT AND EVALUATION

I. OBJECTIVE & PURPOSE

The purpose of this policy is to establish the parameters of non-unit Faculty assignment and performance evaluation.

II. STATEMENT OF POLICY

A. A non-unit faculty member shall, at the beginning of employment and each year thereafter, be apprised in writing by his or her departmental chair or other appropriate University administrator of the duties and responsibilities in teaching, research/scholarship and other creative activities, service, and any other specific duties and responsibilities assigned for that year.

B. The annual performance evaluation of a non-unit faculty member is designed to provide a qualitative and quantitative assessment of the assigned duties and responsibilities in teaching, research/scholarship and other creative activities, service, and any other specific duties and responsibilities assigned for that year. When a non-unit faculty member is not meeting performance standards, a performance improvement plan may be developed to assist in correcting deficiencies.

C. The annual performance evaluation shall be given adequate consideration for purposes of salary adjustments, promotions, reemployment, and tenure.

ACADEMIC FREEDOM

I. OBJECTIVE & PURPOSE

The purpose of this policy is to establish the parameters of Academic Freedom for University non-unit Faculty.

II. STATEMENT OF POLICY

A. Academic freedom and responsibility apply to teaching, research, and creative activity, and assigned service.

1) Non-unit Faculty shall be free to:

a) Cultivate a spirit of inquiry and scholarly criticism and present and discuss their own academic subjects, frankly and forthrightly, with freedom and confidence.

b) Select instructional materials and determine grades in accordance with University procedure.

c) Engage in scholarly and creative activity and publish the results in a manner consistent with their professional obligations.

2) Non-unit Faculty shall have the responsibility to:

a). Objectively and skillfully present a variety of scholarly opinions on the subject matter.

b) Be forthright and honest in the pursuit and communication of scientific and scholarly knowledge.

c) Respect students, staff, and colleagues and not exploit students for private advantage.

d) Respect the integrity of the evaluation process with regard to students, staff, and colleagues, so that it reflects their true merit.

e) Contribute to the orderly and effective functioning of the academic unit and/or the University and act in a collegial manner in all interactions.

f) Represent themselves as institutional representatives

LEARNING OPPORTUNITIES

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I. OBJECTIVE & PURPOSE

The purpose of this policy is to establish the University commitment to providing employees opportunities for lifelong learning.

II. STATEMENT OF POLICY

A. Non-unit Faculty, Administrative, and Support employee learning opportunities involving professional renewal, planned travel, study, formal education, research, writing, or other experience of professional value may include the following:

- 1) Sabbaticals.
- 2) Employee development or certification.
- 3) Leave to pursue educational goals.

EMPLOYEE EDUCATIONAL ASSISTANCE PROGRAM

I. OBJECTIVE & PURPOSE

The purpose of this policy is for the University to strongly encourage its staff to pursue life-long learning opportunities for professional growth and development.

II. STATEMENT OF POLICY

It is the policy of the University to provide financial assistance for the ongoing education of eligible employees, subject to published guidelines and procedures. This benefit includes University paid tuition and does not cover related fees, books, supplies, or any ancillary costs.

III. GUIDELINES

- A. Full time University faculty, Administrative and Support employees in good standing*, who have been employed for at least six (6) months in a budgeted position, and who qualify as Florida residents for tuition purposes, are eligible to enroll in up to six (6) credit hours of instruction per semester at UNF.
- B. Part-time salaried employees (.5 FTE) in good standing*, who have been employed for at least six (6) months in a budgeted position, and who qualify as Florida residents for tuition purposes, are eligible to enroll in up to three (3) credit hours of instruction per semester. This program is not available to OPS or temporary personnel. This program is not available for Thesis, Dissertation, Internships, Directed Independent Study, non-credit courses, or sponsored credit program offerings.
- C. In no case will a dependent and/or spouse be allowed to assign credit hours to the UNF employee.

- 1 D. Unused tuition hours do not roll over nor can they be carried over into
2 another semester.
- 3 E. Any employee receiving Student Financial Aid must notify the Student
4 Financial Aid Office of their Employee Educational Assistance benefit
5 prior to registering for classes.
- 6 F. The value of courses taken using the Employee Educational
7 Assistance Program is not used to compute the employee's base rate
8 of pay or regular rate of pay.
- 9 G. The University will not be responsible for any tax liability arising from
10 the use of this Program.
- 11 H. The University reserves the right to exempt specific courses from
12 eligibility for this Program. For a list of exempted courses for a specific
13 semester, contact the Enrollment Services Processing Center
- 14 I. The lifetime maximum is 132 attempted credit hours per individual
15 through this Program.

16 **For the purposes of this policy, an employee shall not be considered 'in good*
17 *standing' if a notice of non-reappointment or just cause termination has been*
18 *issued, or if the overall performance is below the satisfactory level.*

19

20 **IV. PROCEDURES**

- 21 A. The employee is responsible for completing the Employee Educational
22 Assistance Program application form.
- 23 B. The employee must complete admissions and registration
24 requirements.
- 25 C. The employee must meet admissions criteria and complete registration
26 requirements.
- 27 D. Any employee receiving Student Financial Aid must notify the Student
28 Financial Aid Office of the use of the Employee Educational Assistance
29 Program.
- 30 E. As a precondition to approving a request to participate in this
31 program, the University will require the employee to enter into an

1 agreement that requires the following in order to enjoy continued
2 participation in this program:

- 3 1) Remain in good academic standing;
- 4 2) Complete all courses taken through this program which the
5 user does not drop/withdraw before the expiration of the
6 regular add/drop period. Designations such as withdraw
7 (W), withdraw/passing (WP), withdraw/failing (WF), or
8 incomplete (I) will not satisfy the requirements of this
9 paragraph, and will count toward the lifetime maximum as
10 stated in Guideline (I) above.
- 11 3) Failure to remain in good academic standing or complete the
12 courses as described in (a) and (b), above, will result in the
13 user's loss of eligibility to participate in the program for the
14 subsequent semester.

15 F. Submit the fully approved original Employee Educational Assistance
16 form to the Enrollment Services Processing Center by the published last
17 day to pay fees.

18 G. Classes should not be scheduled during normal working hours without
19 the prior permission of the department head and an approved plan to
20 makeup the time missed through use of personal accrued leave or flexible
21 scheduling.

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2 **TUITION SCHOLARSHIP PROGRAM FOR SPOUSE/**
3 **DEPENDENTS**
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5 **I. OBJECTIVE & PURPOSE**

6 The purpose of this policy is to offer a benefit to University
7 employees by providing assistance to spouse and dependent
8 children of eligible employees who are seeking a college education
9 at the undergraduate level, by reducing the financial burden for
10 family members.
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12 **II. STATEMENT OF POLICY**

13 It is the policy of the University to offer financial assistance for the
14 education of spouses of eligible employees, and dependent
15 children of eligible employees, subject to published guidelines and
16 procedures. This benefit includes University paid tuition, at the
17 current in-State rate, and does not cover related fees, books,
18 supplies, or any ancillary costs.
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20 **III. GUIDELINES AND PROCEDURES**

21 **A. GUIDELINES:**

- 22 1) Full time UNF faculty, Administrative and Support employees
23 in good standing*, who have been employed for at least six
24 (6) months in a budgeted position, are eligible to have their
25 spouse or dependent children enroll in up to three (3) credit
26 hours of instruction per semester at the University per family.
27

28 **For the purposes of this policy, an employee shall not be considered 'in good*
29 *standing' if a notice of non-reappointment or just cause termination has been*
30 *issued, or if the overall performance is below the satisfactory level.*
31

- 1 2) This program is not available to part-time, OPS or temporary
2 personnel.
- 3 3) This program is not available for Thesis, Dissertation,
4 Internships, Directed Independent Study, non-credit courses,
5 sponsored credit program offerings, or graduate courses.
- 6 4) The employee cannot assign his or her tuition to a spouse or
7 dependent children.
 - 8 a. In no case will a dependent and/or spouse be allowed
9 to assign credit hours to the University employee.
 - 10 b. Unused tuition hours do not roll over into another
11 semester.
- 12 5) Dependent Child – For the purposes of this benefit, children
13 are considered dependent if, at the time of class registration,
14 they are unmarried, have not reached the age of 24, and are
15 dependent on the eligible employee for more than half of
16 their financial support.
- 17 6) Eligibility to utilize the Dependent Tuition Scholarship benefit
18 does not guarantee admission to the University, or to any
19 specific program or course.
- 20 7) Upon request, an employee must produce any supporting
21 documentation requested by UNF to show that any person
22 noted as spouse/dependent meets the criteria set forth in
23 this program.
- 24 8) Any individual, employee, spouse, or dependent, receiving
25 Student Financial Aid must notify the Student Financial Aid
26 Office of their Tuition Scholarship benefit prior to registering
27 for classes.
- 28 9) The value of courses taken using the tuition Scholarship is
29 not used to compute the employee's base rate of pay or
30 regular rate of pay.

- 10)The University is not responsible for any tax liability arising from the use of this Tuition Scholarship Program.
- 11)The University reserves the right to exempt specific courses from Dependent Tuition Scholarship eligibility. For a list of exempted courses for a specific semester, contact the Enrollment Services Processing Center.
- 12)The lifetime maximum is 132 attempted credit hours per individual through this Program.
- 13)Recipients of other scholarships and/or funding sources shall be subject to those provisions first, and the Tuition Scholarship Program shall be the last source of funding.

B. PROCEDURES

- 1) The employee is responsible for completing the “Tuition Scholarship for Spouse or Dependents” form.
- 2) The dependent and/or spouse must meet admissions criteria and complete registration requirements.
- 3) Any individual receiving Student Financial Aid must notify the Student Financial Aid Office of the use of a Tuition Scholarship.
- 4) In the event the hours are being split between more than one dependent, only one form showing all users shall be prepared for submission to the Enrollment Services Processing Center.
- 5) Upon request, an employee must produce any supporting documentation requested by the University to show that any person noted as spouse/dependent meets the criteria set forth in this program.
- 6) As a precondition to approving a request to participate in this program, the University will require the user to enter into

1 an agreement that requires the following in order to enjoy
2 continued participation in this program:

- 3 a. Remain in good academic standing as defined by
4 University policy.
- 5 b. Complete all courses taken through this program
6 which the user does not drop/withdraw before the
7 expiration of the regular add/drop period.
8 Designations including withdraw (W),
9 withdraw/passing (WP), withdraw/failing (WF), or
10 incomplete (I) will not satisfy the requirements of this
11 paragraph, and will count toward the lifetime
12 maximum as stated in Guideline (13) above.
- 13 c. Failure to remain in good academic standing or
14 complete the courses as described in (a) and (b),
15 above, will result in the user's loss of eligibility to
16 participate in the program for the subsequent
17 semester.

- 18 7) Submit the fully approved original copy of the Tuition
19 Scholarship for Spouse and Dependents form to the
20 Enrollment Services Processing Center by the published last
21 day to pay fees.

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34 **PROMOTION AND CHANGE IN ASSIGNMENT**
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1 **I. OBJECTIVE**

2 The purpose of this policy is to establish the parameters for promotion and
3 change of assignment of University employees.
4

5 **II. STATEMENT OF POLICY**

6 Promotion and change in assignment shall be administered consistent
7 with the following provisions.

8 **A. Promotion**

9 1) Non-unit Faculty promotion is the appointment to a higher
10 academic or equivalent rank or class and may also be combined
11 with an application for tenure.

12 2) The criteria for promotion shall include meeting the minimum
13 qualifications for appointment to the rank or position, increased skill
14 in teaching, increased knowledge in the field of specialty, increased
15 recognition as an authority in the field, and potential for professional
16 growth.

17 3) The University shall provide for non-unit Faculty participation in
18 developing promotion recommendations and other procedures and
19 criteria for Faculty promotion.

20 4) Administrative employee promotion is the appointment to
21 another position or class with substantially increased
22 responsibilities, or a Regular assignment of substantially increased
23 responsibilities for the existing classification. An employee must
24 meet the minimum qualifications for the position to which promoted.

25 5) Support employee promotion is the appointment to a class or
26 position with substantially increased responsibilities. An employee
27 must meet the minimum qualifications for the position to which
28 promoted.

29 6) Upon promotion, the employee's appointment modifier shall be
30 determined pursuant to the provisions of the Personnel Program.

1 7) An employee who has earned Regular status in the class to
2 which promoted shall be promoted with Regular status.

3
4 B. Change in Assignment

5 1) Non-unit Faculty with administrative responsibilities serve at the
6 will of the University President and may, at any time, receive a
7 change in classification or assignment. Employees with tenure or
8 Regular status shall not have such status affected by the change in
9 classification or assignment.

10 2) An Administrative or Support employee change in assignment is
11 the appointment to a different position in the same class or in a
12 different class having the same pay range maximum.

13 3) If a Support employee who has not attained Regular status in
14 the current class receives a change in assignment to a different
15 position in the same class, the employee's status remains the same
16 until the probationary period designated for the class has been
17 successfully completed.

18 4) A Support employee with or without Regular status in the current
19 class who receives a change in assignment to a different position in
20 a different class shall be given probationary status in the new class
21 if the employee meets the minimum qualifications for the position;
22 however, if the employee previously held Regular status in the
23 class to which reassigned, the change in assignment shall be with
24 Regular status.

25
26 C. Demotion

27 1) A demotion is an appointment to a class or position having less
28 responsibility.

29 2) Upon demotion, a Support employee's appointment modifier
30 shall be determined pursuant to the provisions of the Personnel
31 Program; however, if the employee previously held Regular status

1 in the class to which demoted, the demotion shall be with Regular
2 status.

3 3) A demotion may result in a decrease in salary.
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32 **TENURE AND REGULAR STATUS**

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34 **I. OBJECTIVE**

1 The purpose of this policy is to establish the parameters of tenure and
2 regular status of University employees.

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4 **II. STATEMENT OF POLICY**

5 A. Non-Faculty tenure shall be administered consistent with the following
6 provisions:

7 1) The award of tenure shall provide annual reappointment until voluntary
8 resignation, retirement, removal for just cause, or layoff.

9 2) Tenure is awarded upon demonstration of excellence in teaching,
10 excellence in scholarship as evidenced by an agenda of inquiry that has
11 resulted in published scholarly or creative works of high quality, and
12 continuing meaningful contributions in service. Tenure criteria shall
13 address the areas of teaching; research and other scholarly activities; and
14 service to the public, the discipline, and the university including those
15 professional responsibilities consistent with faculty status. These criteria
16 shall take into account the mission and needs of the institution and shall
17 place appropriate emphasis upon teaching and teaching-related
18 scholarship. In this regard, the University shall ensure that teaching is
19 evaluated broadly, including assessments by peers and students, and that
20 teaching performance is prominently considered in the award of tenure.

21 3) Tenure shall be held as ranked Faculty in an academic department/unit
22 and shall not extend to administrative appointments.

23 4) Appointments to the ranks of assistant professor, associate professor,
24 and professor are tenure-earning when they do not include the
25 appointment modifier of acting, part-time, joint, visiting, research, clinical,
26 courtesy, honorary, or affiliate. Appointments which include the
27 appointment modifier of multi-year, joint, visiting, research, clinical, or
28 affiliate are ordinarily non-tenure-earning, however, employees with these
29 appointment modifiers may earn time toward tenure as determined by the
30 University President at the time of appointment. If an employee is initially
31 appointed to the rank of instructor or to a non-tenure-earning rank and is
32 subsequently appointed to a tenure-earning position, all or a portion of the

1 prior service in such non-tenure-earning position may be counted toward
2 tenure, provided the University President agrees to credit such service.

3 5) The decision to recommend an employee for tenure shall be made no
4 later than the sixth year of continuous full-time service or equivalent part-
5 time service in a tenure-earning position. Tenure-earning employees not
6 recommended for tenure by the end of six years of continuous full-time, or
7 equivalent part-time services, shall be given notice that further
8 employment will not be offered. Full-time service for the purpose of tenure
9 eligibility shall mean employment at 1.0 FTE during at least 39 weeks of
10 any twelve month or nine month contract. Part-time service shall mean
11 employment during at least one semester of any twelve month period.

12 6) At the time of employment, the University President may credit an
13 employee with tenure-earning service from another institution of higher
14 education, however, such credit shall be limited to not more than two
15 years of tenure-earning service for an assistant professor, not more than
16 three years for an associate professor, and not more than four years for a
17 professor. All prior SUS tenure-earning service shall be credited toward
18 tenure unless otherwise agreed at the time of employment.

19 7) Time spent on a joint appointment or approved personnel exchange
20 program of the University, or a special assignment which benefits the
21 University shall be counted toward tenure eligibility. Time spent away
22 from the University for other purposes shall not be counted toward tenure
23 eligibility.

24 8) Time spent on paid leave shall be tenure-earning unless otherwise
25 agreed at the time of such leave. Time spent on unpaid leave shall not be
26 credited as tenure-earning except as approved by the University
27 President.

28 9) The recommendation of an employee for tenure shall signify that the
29 University President is satisfied the employee will continue to make
30 significant professional contributions to the University and the academic
31 community. Upon recommendation by the University President and

1 approval by the University board and, if required by law or regulation,
2 approval by appropriate statewide governing board.

3 10) With sufficient justification, tenure may also be recommended by the
4 University President and approved by the University board (and if required
5 by law or regulation, approved by the appropriate statewide governing
6 board) at the time of initial appointment or prior to the sixth year of tenure-
7 earning service.

8
9 B. Regular status for Support employees shall be administered consistent
10 with the following provisions.

11 1) An employee earns regular status in the class after successful
12 completion of the designated probationary period and has rights to remain
13 in the class or to contest adverse action taken against the employee while
14 serving in the class.

15 2) An employee with Regular status filling a time-limited position shall not
16 have retention rights or other rights provided under layoff and recall
17 provisions.

18 3) An employee without Regular status in any class may be terminated at
19 any time without the right to appeal such action.

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32 **DISCIPLINARY ACTIONS**

33 **I. OBJECTIVE & PURPOSE**
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1 The purpose of this regulation is to establish a process and provide
2 guidelines for the application of disciplinary actions for University
3 employees. This regulation is applicable to all Faculty and Staff not
4 covered by collective bargaining agreements.

5 6 **II. STATEMENT OF REGULATION**

7 8 **A. INTRODUCTION**

- 9
- 10 1) Occasionally, it becomes necessary to discipline employees in
11 order to address unacceptable behavior and/or performance. The
12 time for a manager or supervisor to act is as soon as a
13 problem develops. Disciplinary actions may range from oral
14 reprimands to dismissal from the University.
- 15 2) The Director of Human Resources, or designee, can
16 provide advice and guidance on the discipline of Support and
17 Administrative employees. Contact the Office of the Provost for
18 advice and guidance on the discipline of Faculty.

19 20 **B. GENERAL**

- 21
- 22 1) Discipline is defined by the University as a method of addressing
23 unacceptable employee behavior and/or performance. The main
24 objective of taking disciplinary action is to provide an opportunity
25 for the employee to recognize inappropriate behavior and/or
26 performance and to reinforce the requirement that employees
27 meet performance and behavioral expectations and/or behave
28 safely and sensibly on the job.
- 29 2) The University embraces the concepts of progressive and
30 cumulative discipline. Progressive discipline is based on the
31 concept that once an employee has been informed of the
32 expected behavior and/or performance, when an infraction
33 occurs, appropriate discipline will be administered progressively

1 from minor to major penalties(e.g., reprimands to suspension to
2 dismissal). Violations need not be identical in nature to be
3 cumulative, and, depending on the violation and its severity, it is
4 not required that each step in the discipline process be taken.
5 Some violations of expected behavior and/or performance may
6 warrant immediate dismissal.

7 3) University employees are to receive fair treatment in the
8 administering of progressive discipline. This will be accomplished
9 through the establishment of reasonable performance
10 standards necessary for orderly, safe, and efficient operations
11 and optimum working conditions. Further disciplinary actions
12 shall be administered in a judicious manner that ensures fair and
13 equitable treatment for all employees.

14 4) Discipline may only be imposed for "just cause", which includes,
15 but is not limited to, negligence, inefficiency or inability to
16 perform assigned duties, repeated and/or gross substandard
17 performance of assigned duties, insubordination, violation of the
18 provisions of law or University regulations, conduct unbecoming a
19 public employee, misconduct, drug abuse, or conviction of
20 any crime involving moral turpitude. Disciplinary actions shall
21 be administered in a judicious manner that ensures fair
22 and equitable treatment for all employees.

23 5) Disciplinary actions include oral reprimand, written
24 reprimand, reduction in pay, disciplinary demotion, suspension,
25 and dismissal (reduction in pay and disciplinary demotion are not
26 "steps" in progressive discipline, but are generally equivalent to a
27 suspension).

28 6) Disciplinary actions may be subject to provisions of the University
29 Grievance Policy.

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2 **UNIVERSITY COMPLAINT AND GRIEVANCE RESOLUTION**
3

4 **I. OBJECTIVE AND PURPOSE**
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6 The purpose of this regulation is to establish and maintain a
7 process which provides for the equitable resolution of
8 complaints, misunderstandings, and issues for University
9 employees not covered by a collective bargaining agreement.
10

11 **A. DEFINITIONS:**

- 12 1) Complaint – A complaint is an expression of
13 dissatisfaction or concern related to a workplace
14 situation. It does not apply to allegations of
15 discrimination or sexual harassment as other processes
16 are available to address such issues.
- 17 2) Grievance - for the purpose of this regulation, is the
18 allegation by an employee that:
- 19 a. A term(s) and/or condition(s) of his/her
20 employment is unjust or inappropriate;
 - 21 b. A University regulation, policy, or procedure has
22 been:
 - 23 1. wrongfully applied to him/her;
 - 24 2. applied to him/her in a manner that
25 violates the regulation, policy, or
26 procedure; and/or
 - 27 c. a disciplinary action is inappropriate.
28

29 **II. STATEMENT OF REGULATION**

30 The University is committed to resolving employee concerns through
31 informal resolution whenever possible. The University encourages
32 open communication between employees and their supervisors to

1 address concerns. While most differences can be worked out amicably
2 between the employee and his/her supervisor, it is important to have a
3 formal process by which employees can seek to resolve what they
4 consider to be unfair or inequitable application of University
5 regulations, policies and procedures. However, before resulting to the
6 formal process employees must meet with their supervisors to discuss
7 and resolve issues that they believe have adversely affected their
8 employment. Additionally, Human Resources must be consulted prior
9 to an employee filing a complaint or grievance to ascertain whether it
10 can assist in resolving a dispute between an employee and his/her
11 supervisor and further to ensure that no violation of applicable
12 University regulation, policy or process has occurred.

13 14 **III. DEFINITIONS**

- 15 A. Complaint – A complaint is an expression of dissatisfaction or concern
16 related to a workplace situation. It does not apply to allegations of
17 discrimination or sexual harassment as other processes are available to
18 address such issues.
- 19 B. Grievance - for the purpose of this regulation, a grievance is the allegation
20 by an employee that:
- 21 1) A term(s) and/or condition(s) of his/her employment is unjust or
22 inappropriate;
 - 23 2) A University regulation, policy, or procedure has been:
 - 24 a. wrongfully applied to him/her;
 - 25 b. applied to him/her in a manner that violates theregulation, policy,
26 or procedure; and/or
 - 27 c. a disciplinary action is inappropriate.
- 28 C. Substantial Interest - A “substantial interest” means an act or omission
29 involving termination, suspension, or other discipline for just cause, non-
30 renewal of employment contract, salary and layoff.

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IV. OVERVIEW OF PROCESS

A. Grievances: The grievance process applies to administrative, support, and Other Personnel Services (OPS) employees. It consists of up to a three steps, to which conditions and limited exceptions apply, as discussed below.

- 1) Step 1 - Informal resolution process
- 2) Step 2 – University Review
- 3) Step 3 – Arbitration

B. Time Limits: Are expressed in this regulation as calendar days. If a deadline falls on a Saturday, Sunday, or holiday, an action is considered timely if taken by the close of business on the next University business day. However, the stipulated timeframes are maximums, and every effort should be made to resolve grievances as soon as possible.

C. Limitations:

- 1) Employees shall not have the right to file grievances concerning the following:
 - a. Performance evaluations (unless it is alleged that the evaluation is based on factors other than performance)
 - b. Administrative leave
 - c. Voluntary reductions in pay
 - d. Voluntary demotions
 - e. Oral or written counseling
 - f. Removal of pay additives
 - g. Correction of overpayment
 - h. Reduction of pay to the maximum of the pay range.
- 2) The following actions may not be grieved beyond the informal resolution process, as described below:
 - a. performance evaluations alleged to be based on factors other than performance
 - b. layoffs from established positions

- 1 c. non-disciplinary matters
- 2 d. reprimands
- 3 e. actions that do not involve a substantial interest
- 4 3). Except for employees without regular status and temporary
- 5 administrative employees, a grievance filed by any employee for
- 6 disciplinary actions that involve a suspension without pay,
- 7 involuntary reduction in pay, involuntary demotion, or dismissal, or
- 8 for other matters involving a substantial interest, may be processed
- 9 after the waiver or completion of the informal resolution process to
- 10 Step 1 review.
- 11 4). Employees without regular status may only file a grievance for non-
- 12 disciplinary matters if they believe they have been directly affected
- 13 by an act or omission of the University in applying any policy or
- 14 regulation.
- 15 5) The following employees do not have a right to grieve termination:
- 16 a. Non-regular employees
- 17 b. Administrative employees when their appointment ends after
- 18 they have received a written notice of non-reappointment or
- 19 have received a written notice upon appointment that
- 20 employment will cease on the date indicated with no further
- 21 notice of cessation of employment required
- 22 c. Employees who voluntarily resign from employment with the
- 23 University
- 24 6) Claims of illegal discrimination are to be filed in accordance with the
- 25 University's policies/procedures on discrimination and will be
- 26 processed through the University's Office of Equal Opportunity
- 27 Programs. Any grievance or part of a grievance that makes
- 28 allegations of discrimination or violation of the University's equal
- 29 opportunity policies will not be processed under this procedure.
- 30 7) If the University fails to respond to a grievant in writing within the
- 31 specified timeframe, either during the informal resolution process or

1 Step 1 review process, the grievant is authorized to proceed
2 without a written response to the next step, unless the timeframe is
3 extended or the grievant is barred from proceeding by the
4 conditions of and/or exceptions to this procedure.

- 5 8) If a grievant fails to participate in the informal resolution process
6 (unless a waiver of the process is approved) or fails to proceed to
7 Step 2 within the specified timeframe, the grievance will be
8 considered to be satisfactorily resolved and the outcome accepted
9 by the employee.

10 11 **V. COMPLAINT PROCESS**

12 **A. Resolution of a Complaint**

- 13 1) Efforts to resolve a complaint shall be done in an informal manner
14 between an employee and his/her immediate supervisor.
- 15 2) If the matter cannot be resolved between the employee and the
16 immediate supervisor, the employee should take the complaint to
17 the next higher level supervisor.
- 18 3) If the matter cannot be resolved with the next level supervisor, the
19 employee should take the complaint to the department head.
- 20 4) The Director of Human Resources may be consulted at any point
21 by the employee and/or any level supervisor to assist in the
22 resolution of the complaint.

23 24 **VI. GRIEVANCE PROCEDURE**

25 **A. Requirements for Filing a Grievance**

- 26 1) A grievance must be filed in writing on the University Grievance
27 Form and must be signed and dated by the grievant and submitted
28 to the Office of Human Resources within 30 days after the date
29 he/she becomes aware of the incident, act, or omission that is the
30 basis for the grievance.

- 1 2) The grievance must contain a written statement must be a factual
2 description that includes the following:
 - 3 a. the incident, act, or omission that the grievant alleges is the
4 basis for the grievance, including date(s) of occurrence;
 - 5 b. which University regulation, policy, or procedure has been
6 violated, if any;
 - 7 c. names and contact information of witnesses or those who have
8 direct knowledge of the alleged incident, act, or omission;
 - 9 d. what the grievant is asking to resolve the matter or remedy the
10 situation; and,
 - 11 e. if applicable, justification for the grievant's request to waive the
12 mandatory informal resolution process.
- 13 3) Other documents that the grievant believes support the grievance
14 may be attached.
- 15 4) If a grievant fails to file the grievance by the deadline, sign/date the
16 University Grievance Form, and/or include all of the required
17 information, the University will be under no obligation to process the
18 grievance, and the grievant will be notified by Human Resources
19 that the grievance will not be processed.

20 B. Step 1 - Informal Resolution Process

- 21 1) By filing a grievance at Step 1, the grievant agrees to participate in
22 a mandatory 30-day informal resolution process, to be conducted in
23 accordance with University guidelines, beginning with the date the
24 grievance is filed in the Office of Human Resources. For non-unit
25 Faculty the grievance shall be filed in the Office of Academic
26 Affairs.
- 27 2) The Office of Human Resources or Academic Affairs representative
28 will, within 3 days of receipt of the grievance:
 - 29 a. Notify the administrative head of the grievant's department that
30 the grievance has been accepted.

- b. Provide him/her with a copy of the grievant's completed grievance form and all attached documents.
 - c. Monitor the timeframes for the informal resolution process, or any extension thereof.
 - d. Provide guidance and assistance, as requested, during the informal resolution process.
 - 3) The administrative head of the grievant's department will work collaboratively with the Human Resources or Academic Affairs representative to determine the participant(s) in the informal resolution process, typically those with knowledge of the situation and who have the authority to resolve the grievance.
 - 4) The Office of Human Resources or Academic Affairs representative will:
 - a. facilitate the informal resolution process;
 - b. prepare a report of the outcome of the informal resolution process and attach it to the grievant's form;
 - c. sign/date the grievance report and the Grievance Form in the designated section and obtain the grievant's signature in the appropriate section;
 - d. submit the signed/dated grievance form and report to Human Resources by the end of the informal resolution process, or extension thereof.
 - 5) Conditions of and/or exceptions to the informal resolution process are as follows:
 - a. The grievant may request a waiver of the process from Human Resources when filing the grievance at Step 1. The grievant must provide on the grievance form an explanation of the reasons or extenuating circumstances to justify the request.
 - b. For matters involving a substantial interest, the informal resolution process will be waived by Human Resources, without

1 the grievant's request or consent, when determined to be in the
2 best interest of the University.

3 c. The 30-day informal resolution process may be extended by
4 mutual written agreement between the grievant and Human
5 Resources. The written agreement will include any stipulations
6 pertaining to the extension.

7 d. Under certain circumstances, an indefinite extension of the
8 informal resolution process may be mutually agreed upon.

9 6) If the grievance is eligible for Step 2 review, as specified above, the
10 grievance will proceed directly to the Step 2 review if one or more
11 of the following occurs:

12 a. The informal resolution process is waived.

13 b. The grievant is not satisfied with the outcome of the informal
14 resolution process at the end of the period or extension thereof.

15 C. Step 2 – University Review

16 1) The Special Assistant for Labor Relations (Step 2 Representative)
17 will meet with the grievant within 14 days after either:

18 a. Human Resources or Academic Affairs waives the informal
19 resolution process, or

20 b. The end of the informal resolution process or extension thereof.

21 2) At the Step 2 University Review meeting, the grievant may present
22 additional information or documents for consideration by the Step 2
23 Representative. The Step 2 Representative may review and/or use
24 any additional records of the University that may be pertinent to the
25 grievance.

26 3) The Step 2 Representative must issue a written decision to the
27 grievant within 30 days after the Step 2 University Review meeting,
28 unless an extension of the deadline is mutually agreed upon. The
29 Step 2 Representative must sign/date the grievant's grievance form
30 and attach the written decision and a copy of all documents used in
31 reaching the decision. This decision should, at a minimum:

- 1 a. Explain the reasons for the decision.
- 2 b. Reference any documents used in the Step 2 review.
- 3 c. Describe what actions are or are not to be taken by the
- 4 University and/or employee.
- 5 4) If the grievant is not satisfied with the Step 2 decision and the
- 6 grievance is eligible for further review, as specified above, he/she
- 7 may proceed to Step 3 (Administrative Review) within 14 days after
- 8 receiving the written Step 2 decision.

9 D. Step 3 – Arbitration

- 10 1) The grievant's election to proceed to arbitration constitutes a waiver
- 11 of any of the procedures, rights, and/or remedies that may be
- 12 available in any other process.
- 13 2) It is the grievant's responsibility to file for arbitration in accordance
- 14 with this procedure, as described below. If a grievant fails to file a
- 15 request for arbitration on the University Request for Arbitration
- 16 Form to proceed to Step 3 by the deadline, sign/date the form,
- 17 and/or include all the information required, the University will be
- 18 under no further obligation to process the request and will notify the
- 19 grievant of the reasons why the arbitration will not be conducted.
- 20 3) A grievant may request an arbitration hearing by submitting the
- 21 request in writing to the Office of the General Counsel, with a copy
- 22 to Human Resources, within 14 days after receipt of the written
- 23 Step 2 decision. The grievant must sign/date the University
- 24 Grievance Form in the designated section and attach the following:
- 25 a. A copy of the Step 2 decision
- 26 b. A copy of all documents associated with the Step 2 grievance
- 27 c. If applicable, a list of the regulations, policies, and/or procedures
- 28 the grievant believes may have been misapplied in the Step 2
- 29 decision
- 30 d. A description of the basis for challenging the Step 2 decision

- 1 4) The grievant may also provide any additional documents that he/she
2 believes support the request.
- 3 5) The parties shall meet within fourteen (14) days after receipt of the
4 executed Request for Arbitration Form for the purpose of selecting
5 an arbitrator from the University's arbitration panel.
- 6 6) Selection shall be by mutual agreement or by alternately striking
7 names from the Arbitration Panel list until one name remains. The
8 right of the first choice to strike from the list shall be determined by
9 the flip of a coin.
- 10 7) The parties may mutually select as the arbitrator an individual who
11 is not a member of the Arbitration Panel rather than utilizing the
12 procedures in paragraph six (6).
- 13 8) The Office of the General Counsel will coordinate the arbitration
14 date, time, and place with the arbitrator.
- 15 9) In any non-disciplinary matter, or in any non-disciplinary aspect of a
16 case involving multiple issues, the grievant has the burden of
17 proof. In any disciplinary matter, or in any disciplinary aspect of a
18 case involving multiple issues, the University has the burden of
19 proof.
- 20 10) The arbitrator's authority is to determine whether the University
21 had just cause to impose the disputed discipline. For disputes not
22 involving discipline, whether the action was appropriately taken by
23 the University.
- 24 11) The arbitration will be conducted under the Florida Rules of Civil
25 Procedure to govern the arbitration.
- 26 12) The arbitrator's decision is binding. Neither party may appeal the
27 arbitrator's decision except in accordance with Florida law.
- 28 13) In the event a grievant is represented by any employee
29 representative entity, the University and that entity will equally bear
30 any fees and/or costs for the arbitration.

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14) In all other cases, the losing side will bear any such fees and/or costs.

SEPARATION FROM EMPLOYMENT

I. OBJECTIVE & PURPOSE

The purpose of this regulation shall address all separations of employment for employees not subject to the provisions of a collective bargaining agreement.

II. STATEMENT OF REGULATION

A. **Definition:** Separation from employment is defined as and includes:

- 1) Resignation;
- 2) Job Abandonment;
- 3) Termination of Employment During Probationary Period;
- 4) Layoff;
- 5) Non-reappointment; and
- 6) Termination for Cause.

III. DISCUSSION OF SEPARATIONS OF EMPLOYMENT

A. Separations from employment shall be administered consistent with the following provisions:

- 1) Resignation - Whenever possible, employees are encouraged to provide at least two weeks advance notice of resignation to the University. Once tendered, a resignation, whether communicated verbally or in writing, is deemed accepted, and may not be rescinded by the employee without concurrence of the appropriate vice president or designee.
- 2) Job Abandonment - An employee who is absent without approved leave for three (3) or more consecutive workdays

1 shall be considered to have abandoned his or her position
2 and has therefore resigned from the University.

3
4 3) Separation During Probationary Period - Employees serving
5 in a probationary period in any position or class may be
6 separated from employment at any time, for any reason.
7 Separations during the probationary period do not require
8 notice and may not be appealed.

9
10 4) Layoff - shall be administered consistent with the following
11 provisions:

12 a. Employees may be laid off at any time as a result of
13 adverse financial circumstances;

14 b. reallocation of resources;

15 a. reorganization of degree or curriculum offerings or
16 requirements;

17 b. reorganization of academic or administrative
18 structures, programs, or functions;

19 c. curtailment or abolishment of one or more programs
20 or functions;

21 d. shortage of work; or

22 e. a material change of duties. The University President
23 shall notify any appropriate employee organizations
24 when layoffs are to take place.

25 f. Layoffs may be at an organizational level such as a
26 division, college, department, area, program, unit or
27 other level of organization as the University President
28 deems appropriate.

29 g. In designating the employees for layoff, the University
30 President shall consider the qualifications and

1 relevant experiences required for specific positions
2 and exclude such from layoff.

3 h. The University President may make reasonable
4 efforts to locate appropriate alternative/equivalent
5 employment for laid-off employees, where possible.
6

7 5) Non-reappointment (Separation With Advance Notice) -
8 Employees, except those noted in number 14 below, may be
9 separated from the University without cause, as long as
10 advance notice or payment in lieu thereof is provided.
11

12 6) Notices of Non-reappointment shall include the last date of
13 employment with the University.
14

15 7) Advance Notice of Separation shall be given in writing as
16 follows for all employees hired after, January 31, 2006:

17 a. Non-tenured, non-unit Faculty or Administrative
18 employees in their first two years of employment with
19 the University shall be given 60 days advance notice
20 of separation.

21 b. Non-tenured, non-unit Faculty or Administrative
22 employees in their third year of employment or
23 beyond with the University shall be given 90 days
24 advance notice of separation.
25

26 8) Tenure earning non-unit faculty members who, at the end of
27 the sixth year of continuous full-time, or equivalent part-time
28 employment or service, have not been granted tenure, shall
29 be given 12 months advance notice of separation.
30

1 9) Advance of Notice of Separation shall be given in writing as
2 follows for all employees hired before the effective date of
3 this policy:

4 a. Non-tenured, non-unit Faculty or Administrative
5 employees in their first two years of employment with
6 the University shall be given six months advance
7 notice of separation.

8 b. Non-tenured, non-unit Faculty or Administrative
9 employees in their third year of employment or
10 beyond with the University shall be given twelve
11 months advance notice of separation.

12
13 10) In the event of a break in service from the University for
14 more than 120 days in one full year only service following
15 such break shall be counted for purposes of determining
16 length of service to the University. Approved paid or unpaid
17 leaves shall not be considered a break in service.

18
19 11) An employee who has received a notice of non-
20 reappointment may be reassigned to other duties,
21 responsibilities and locations for the duration of the notice
22 period and shall not be eligible for benefits designated for
23 employees "in good standing."

24 12) An employee who has received a notice of non-
25 reappointment shall not receive any pay increases or
26 bonuses during the notice period.

27
28 13) The University may opt to negotiate a lump sum amount to
29 be paid to the employee in lieu of providing the applicable
30 time as notice of separation.

31

- 1 14) Separation Without Notice - The following appointments
2 shall be exempt from a notice of non-reappointment:
3 a. Visiting, acting, interim or temporary appointments;
4 b. Appointments for less than one academic year;
5 c. Contracts stating that employment will cease on a
6 specific date where no further notice of cessation of
7 employment is required.
8 d. Those funded all or in part* through "soft" money,
9 e.g., contracts, grants, auxiliary or local funds.
10 e. Time-limited appointments
11 f. OPS positions
12 g. Employees serving in a probationary status.
13

14 *Employees appointed to positions funded in part through contracts, grants,
15 auxiliary or local funds will revert to E&G for the equivalent FTE funded by E&G.
16

- 17 15) Termination for Cause - Employees terminated for cause
18 are not entitled to notice of non-reappointment and may
19 be terminated at any time during an appointment in
20 accordance with this policy.
21 a. Just cause includes, but is not limited to,
22 1. misconduct,
23 2. conduct unbecoming of a University
24 employee,
25 3. insubordination,
26 4. willful neglect of duty,
27 5. incompetence, or,
28 6. conviction of a crime, including violation
29 of any Federal or State law.
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- b. Procedures for Termination for Cause
 - 1. An employee shall be given ten (10) days written notice that the University intends to terminate him or her, which contains the reasons for the termination decision. The notice will advise the employee of his or her right to request a pre-determination hearing.
 - 2. If an employee does not request a pre-determination hearing, the termination will be effective at the end of the notice period.
 - 3. If an employee requests a pre-determination hearing, it shall be conducted in accordance with the established procedures.
 - 4. After the pre-determination hearing, the University shall provide the employee with a Notice of Determination which shall advise the employee of the date of termination, where that is the action taken.
 - 5. The University reserves the right to place the employee on paid administrative leave after issuance of a notice of intent to terminate and the outcome of any requested pre-determination hearing.

- 16) Exit Interview - Each employee who separates from employment is encouraged to complete an Exit Interview Questionnaire and/or request a personal Exit Interview through the Office of Human Resources. Exit Questionnaire can be found at www.unf.edu/dept/humanres.

- 17) Separation Clearance - All persons separating from employment with the University shall return to the University all University property in their possession

1 and settle their financial accounts with the University
2 prior to receipt of any final payments due them. The
3 department head shall work in collaboration with the
4 Office of Human Resources to ensure the timely
5 return of all University property and/or to activate the
6 appropriate measures to collect such.

7 18) The University reserves the right to subtract any
8 amounts owed to the University or to subtract an
9 amount to compensate for unreturned property from
10 any funds which may be due the employee, (i.e., final
11 pay, leave payoff) and may delay or withhold the
12 issuance of transcripts where applicable.

13 19) The employee's immediate supervisor is responsible
14 for ensuring proper separation procedures are
15 followed and for notifying the Department Head if
16 property or keys are not returned or accounts are not
17 settled.

18 20) Final payments to employees shall not be processed
19 without verification that all outstanding accounts are
20 settled.

21
22 *References: 1001.74, FS.; 1001.75, FS. and relevant Collective Bargaining Agreements*

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1
2 **DEATH OF A UNIVERSITY OF NORTH FLORIDA EMPLOYEE**
3

4 **I. OBJECTIVE & PURPOSE**
5

6 The purpose of this policy is to administer a uniform policy for
7
8 reporting the death of an employee.
9

10 **II. STATEMENT OF POLICY**
11

12 Death of University employees is a tragic reality. Although the number
13 of employees who die each year is relatively small, it is important to
14 have procedures in place that recognize loss and convey sensitivity
15 and understanding to survivors including the deceased's family, co-
16 workers, fellow colleagues, friends, and students. The death of an
17 employee requires that certain actions be taken by responsible
18 University administrators to ensure that proper notifications are made
19 and personnel-related business matters are handled expeditiously.
20

21 **III. PROCEDURES:**

- 22 A. When an employee dies, the surviving family members or named
23 beneficiaries may be eligible for certain benefits. The death should
24 be reported immediately to the Office of Human Resources –
25 Benefits Coordinator, ext. 2959 or ext. 2944 so notifications can be
26 made and paperwork started. It is also important to maintain
27 contact with the family and offer assistance; however, **the Benefits**
28 **Coordinators are the designated contact persons for matters**
29 **of insurance and other benefits.** Please be sure that all such
30 matters are referred to them for appropriate processing through the
31 various State agencies and benefits providers. The Benefits
32 Coordinators will initiate a checklist to ensure that all matters are
33 addressed in a sensitive and expeditious manner.

- 1 B. EMPLOYEE'S DEPARTMENT RESPONSIBILITIES:
- 2 1) When learning of an employee's death, the employee's department
- 3 head should immediately contact the Office of Human Resources
- 4 Benefits Coordinators and the appropriate vice president with the
- 5 following information:
- 6 a. The employee's name, title, and department
- 7 b. The nearest relative's name, address, and phone number
- 8 c. The date of death, cause (if an accident, there may be
- 9 additional benefits due), and city where the death occurred
- 10 d. The employee's last day worked
- 11 2) Prepare Personnel Action Form (PAF) to remove the employee
- 12 from payroll effective the date of death. The department head may
- 13 wish to call **the Employee Assistance Program** to provide
- 14 counseling in the department if the death brings up emotional
- 15 difficulties for employees.
- 16 3) If the death occurred on campus or while traveling on University
- 17 business, prepare First Report of Injury form after notifying the
- 18 Office of Human Resources of the death. The First Report of Injury
- 19 form must be sent immediately to the Office of Human Resources –
- 20 Benefits. Any documentation which may have been received, such
- 21 as police reports, should be included.
- 22 4) Report applicable information, including funeral arrangements, if
- 23 known, to:
- 24 a. Office of Marketing & Publications;
- 25 b. President's Office;
- 26 c. Office of the appropriate Vice President
- 27 d. Individuals outside the University who had business or
- 28 professional contacts with the deceased
- 29 e. Dean of Students if deceased was a matriculating UNF
- 30 student

1 5) If applicable, notify survivors of any personal items, papers, etc., in
2 the department's possession that were the property of the
3 deceased and discuss how such items are to be handled. If any
4 items of significant value are involved, discuss with the General
5 Counsel before releasing. If applicable, pack and store items in a
6 secure place.

7 6) If applicable, and if items of University Property (i.e. equipment,
8 keys, uniforms, etc.) were in possession of the deceased, notify
9 survivors (in writing if necessary) that these items are to be
10 returned to the department. Return keys to Office of the Locksmith.

11 C. OFFICE OF MARKETING & PUBLICATIONS RESPONSIBILITIES:

12 1) Prepare announcement for Campus Update and Student Update, if
13 applicable.

14 2) If deceased is of possible interest to news media, prepare press
15 release for submission to news media.

16 D. OFFICE OF PRESIDENT RESPONSIBILITIES:

17 1) Notify Chairperson of Board of Trustees if deceased is of possible
18 interest to news media

19 2) Send letter of condolence to spouse, dependent, or beneficiary

20 E. OFFICE OF HUMAN RESOURCES RESPONSIBILITIES:

21 1) Work with the employee's department and the survivors to obtain
22 an official certificate of death

23 2) Notify beneficiaries of applicable retirement, life insurance, and
24 leave benefits entitlements

25 3) Notify appropriate retirements system and insurance carriers.

26 4) If applicable, approve payroll authorization(s) for final salary and
27 lump sum benefits payments

- 1 5) Coordinate issuance of payments to executor or appropriate
- 2 survivor(s).
- 3 6) Process final payments owed to the estate of deceased employee
- 4 according to applicable tax and legal requirements.

5 F. EMPLOYEE ATTENDANCE AT FUNERAL OR MEMORIAL SERVICE

6 Individual college employees and students will decide on their own if they

7 want to attend memorial services or participate in other activities for a

8 deceased employee or retiree. The appropriate level supervisor may

9 grant administrative leave for this time.

10 G. ESTABLISHING MEMORIAL SCHOLARSHIP FUND

11 In the event the family of the deceased wants to establish a scholarship or

12 memorial fund, the Office of Institutional Advancement should be notified

13 and the Vice President or designee will contact the family and discuss

14 possible options to be considered when establishing a memorial

15 scholarship fund.

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