Agenda Item: 8

**Board of Trustees** **January 26, 2006**

# Issue: Human Resource Personnel Program

**Proposed action:** Approval

## Background information:

Pursuant to the powers and duties of University Board of Trustees set forth in Section 1001.74(19), Florida Statutes and by resolution of the Florida Board of Governors, trustees are required to establish a personnel program for all University employees. The Board initially adopted a portion of the rules from the Board of Regents that governed all universities which became UNF’s initial personnel program.

Over the past year, the University has reviewed its current personnel program and developed the attached proposed revision to this program. The goal was to create a program specifically tailored to the needs of UNF and our employees. This effort has, in large part, been completed through a collaborative effort of the Human Resources Advisory Committee (HRAC). The HRAC is comprised of employees from all pay plans and classifications. The members are Charlie Bear, Joann Campbell, John (Jack) Cummings, LaVonne Frison, Deborah Kaye, Everett Malcolm, Lina Monell, Shari Shuman, Marc Snow, and Lance Taylor. The HRAC is chaired by Mary O’Neal, Director of Human Resources.

The proposed personnel program consists of 14 regulations and 15 policies. The regulations are being promulgated through the regulation development process required by the Board of Governors. Regulations differ from policies by virtue of the scope of the audience potentially affected by these statements of operation. Regulations are required when those external to the University may be impacted, (e.g., recruitment, selection and appointment of employees). Policies are designed for those internal to the University, (i.e., sick leave pool).

These policies and regulations are intended to complement any existing Collective Bargaining Agreement (CBA) and where the policies/rules are inconsistent with any existing CBA the CBA will be the controlling authority for those represented employees.

After revision of the personnel program, it was reviewed by the associate vice presidents and then sent to the appropriate constituent groups for review and comment. These constituent groups consisted of the Faculty Association, the A&P Employee Association and the USPS Employee Association. These groups represent all classes of employees that will be covered by the Personnel Program. Additionally, Human Resources conducted focus groups to provide covered employees the opportunity to ask questions,

provide comments and to have any questions about the Personnel Program answered. The program was reviewed by the University’s administration.

Attached are three documents: (a) the table of regulations and policies, which contains a brief summary of the objective and purpose of each: (b) the complete regulation or policy statements; and (c) the written comments that were received during the open comment period along with responses to the comments and/or questions by the appropriate University administrator. The members of the Finance and Audit Committee reviewed the comments and/or questions raised during the comment period.

Since being presented to the Finance and Audit Committee, sexual orientation has been added to the diversity statement included in the Personnel Program. This addition has been noticed and opened for review by the university community. No public comments were forth coming.

Following the approval of the Finance and Audit Committee, the Board, as a whole, is asked to vote on accepting the new Personnel Program, which includes the promulgation of regulations and the repeal of existing personnel rules.

If approved, the Personnel Program will be effective February 1, 2006.

## Supporting documentation:

A summary table of regulations and policies A complete set of regulations and policies

A copy of correspondence received and sent during the open comment period

## PERSONNEL PROGRAM SUMMARY

**Policies and Regulations**

| **TITLE** | **Type** | **Summary of Purpose** |
| --- | --- | --- |
| **Provisions Governing Personnel Matters** | *UNF-Reg 4.001* | Establish the parameters and delegation of authority for establishing, administering and maintaining the University’s Personnel Program. |
| **Diversity Statement** | Policy | Reinforce the University’s commitment to diversity in the recruitment, selection and retention of faculty and staff and further tocreate an environment of inclusiveness for all who interact in our community |
| **Americans with Disabilities Act** | *UNF-Reg 4.002* | Provide qualified individuals with disabilities reasonable accommodations to enable them to seek employment and to perform the essential functions of the requirements of theindividual’s employment at the University |
| **Recruitment, Selection and Appointment** | *UNF-Reg 4.003* | Provide procedures for the fair and consistent recruitment, selection and appointment of University employees not subjectto the collective bargaining agreement between the University and its in-unit faculty |
| **Employment of Relatives** | *UNF-Reg 4.004* | Provide requirements to prevent conflicts of interests, actual or perceived, regarding the employment of relatives at the University. |
| **Pre-Employment Requirements** | *UNF-Reg 4.005* | Provide procedures for conducting thorough background screeningsof prospective non-unit faculty, Administrative, Support and OPS employees. |
| **Moving Expenses** | Policy | Provide requirements regarding eligibility for payment of moving expenses for new hires. |
| **Direct Deposit** | New Policy | Provide an efficient process for the secure and timely electronic disbursement of employee compensation. |
| **Compensation** | *UNF-Reg 4.006* | Provide requirements within a broad philosophy for fair and equitable compensation of University employees. This regulation is applicable to all faculty and staff not subject to collective bargaining agreements. |
| **Hours of Work, Benefits and Leave****Requirements** | *UNF-Reg 4.007* | Provide requirements for the hours of work, informationregarding standard and available benefits and discussion of leaves from work for University employees. |
| **Sick Leave Pool** | Policy | Provide 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. |
| **Leave Donation** | New Policy | Provide a policy 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. |
| **University Holidays** | New Policy | Provide a description of the University-recognized holidays for theemployees of the University of North Florida. |
| **Telecommuting** | Policy | 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 a collective bargaining agreement. |
| **Learning Opportunities** | Policy | Provide a policy demonstrating the University’s commitment to providing employees opportunities for lifelong learning. |
| **Employee Education Assistance Program** | Policy | Provide a policy demonstrating the University’s commitment to the ongoing educational growth of its employees by providing eligible employees the opportunity to take University courses. |
| **Tuition Scholarship Program for Spouse/Dependents** | New Policy | Offer a benefit to University employees by providing assistance to spouse and dependent children of eligible employees who are seeking a college education at the undergraduate level, by reducing the financial burden for family members. |
| **Evaluation and Recognition** | *UNF-Reg 4.008* | 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. |
| **Promotion and Change in Assignment** | Policy | Provide procedures for the promotion and change of assignment of University employees. |
| **Faculty Assignment and Evaluation** | Policy | Provide procedures for the assignment and performance evaluationof non-unit faculty. |
| **Academic Freedom** | Policy | Provide the parameters of Academic Freedom for University non- unit Faculty. |
| **Tenure and Regular Status** | Policy | Provide the parameters of tenure and regular status of Universityemployees. |
| **University Police Qualifications** | *UNF-Reg 4.009* | Provides the qualifications for police personnel for the University of North Florida. |
| **Conflicts of Interest & Outside Employment/Activity** | *UNF-Reg 4.010* | Provide a uniform process for the employees of the University as it pertains to conflict of interest through outside employment and/or activity. |
| **Limited Access Personnel Records** | *UNF-Reg 4.011* | Provide procedures for accessing limited access employment records and other employee information. |
| **Disciplinary Actions** | *UNF-Reg 4.012* | Provide guidelines for the application of disciplinary actions forUniversity employees. |
| **University Complaint and Grievance Resolution** | *UNF-Reg 4.013* | Provide and maintain a process for the equitable resolution of complaints and grievances for University employees not covered by a collective bargaining agreement. |
| **Separation from Employment** | *UNF-Reg 4.014* | Provide procedures for addressing all separations of employment for employees not subject to the provisions of a collective bargaining agreement. This revision decreases the notice provision for Administrative Non-reappointments. |
| **Death of a University Employee** | New Policy | Provide a uniform process to report and address the death of an employee. |

# UNIVERSITY OF NORTH FLORIDA OFFICE OF HUMAN RESOURCES

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

## TABLE OF CONTENTS

[PERSONNEL PROGRAM SUMMARY 1](#_Toc35262140)

[TABLE OF CONTENTS 2](#_Toc35262141)

[INTRODUCTION 3](#_Toc35262142)

[PROVISIONS GOVERNING PERSONNEL MATTERS 4](#_Toc35262143)

[I. OBJECTIVE & PURPOSE 4](#_Toc35262144)

[II. STATEMENT OF REGULATION 4](#_Toc35262145)

[DIVERSITY STATEMENT 8](#_Toc35262146)

[I. OBJECTIVE & PURPOSE 8](#_Toc35262147)

[II. STATEMENT OF POLICY 8](#_Toc35262148)

[LIMITED ACCESS PERSONNEL RECORDS 9](#_Toc35262149)

[I. OBJECTIVE & PURPOSE 9](#_Toc35262150)

[II. STATEMENT OF REGULATION 9](#_Toc35262151)

[RECRUITMENT, SELECTION, AND APPOINTMENT 13](#_Toc35262152)

[I. OBJECTIVE & PURPOSE 13](#_Toc35262153)

[II. STATEMENT OF REGULATION 13](#_Toc35262154)

[EMPLOYMENT OF RELATIVES 19](#_Toc35262155)

[I. OBJECTIVE & PURPOSE 19](#_Toc35262156)

[II. DEFINITION 19](#_Toc35262157)

[III. STATEMENT OF REGULATION 19](#_Toc35262158)

[UNIVERSITY POLICE QUALIFICATIONS 20](#_Toc35262159)

[I. OBJECTIVE & PURPOSE 20](#_Toc35262160)

[II. STATEMENT OF REGULATION 20](#_Toc35262161)

[AMERICANS WITH DISABILITIES ACT 22](#_Toc35262162)

[I. OBJECTIVE & PURPOSE 22](#_Toc35262163)

[II. STATEMENT OF REGULATION 22](#_Toc35262164)

[PRE-EMPLOYMENT REQUIREMENTS 23](#_Toc35262165)

[I. OBJECTIVE & PURPOSE 23](#_Toc35262166)

[II. STATEMENT OF REGULATION 23](#_Toc35262167)

[MOVING EXPENSES 25](#_Toc35262168)

[I. OBJECTIVE & PURPOSE 25](#_Toc35262169)

[II. STATEMENT OF POLICY 25](#_Toc35262170)

[DIRECT DEPOSIT 26](#_Toc35262171)

[I. OBJECTIVE & PURPOSE 26](#_Toc35262172)

[II. STATEMENT OF POLICY 26](#_Toc35262173)

[COMPENSATION 27](#_Toc35262174)

[I. OBJECTIVE & PURPOSE 27](#_Toc35262175)

[HOURS OF WORK, BENEFITS, AND LEAVE REQUIREMENTS 32](#_Toc35262176)

[I. OBJECTIVE & PURPOSE 32](#_Toc35262177)

[II. STATEMENT OF REGULATION 32](#_Toc35262178)

[III. HOURS OF WORK 32](#_Toc35262179)

[IV. BENEFITS 34](#_Toc35262180)

[V. Other Leaves 38](#_Toc35262181)

[VI. Retirement Program 43](#_Toc35262182)

[SICK LEAVE POOL 44](#_Toc35262183)

[I. OBJECTIVE & PURPOSE 44](#_Toc35262184)

[II. STATEMENT OF POLICY 44](#_Toc35262185)

[LEAVE DONATION 53](#_Toc35262186)

[I. OBJECTIVE & PURPOSE 53](#_Toc35262187)

[II. STATEMENT OF POLICY 53](#_Toc35262188)

[UNIVERSITY HOLIDAYS 54](#_Toc35262189)

[I. OBJECTIVE & PURPOSE 54](#_Toc35262190)

[II. STATEMENT OF POLICY 54](#_Toc35262191)

[TELECOMMUTING 55](#_Toc35262192)

[I. OBJECTIVE & PURPOSE 55](#_Toc35262193)

[II. STATEMENT OF POLICY 55](#_Toc35262194)

[CONFLICTS OF INTEREST & OUTSIDE EMPLOYMENT/ACTIVITY 58](#_Toc35262195)

[I. OBJECTIVE & PURPOSE 58](#_Toc35262196)

[II. STATEMENT OF REGULATION 58](#_Toc35262197)

[EVALUATION AND RECOGNITION 63](#_Toc35262198)

[I. OBJECTIVE & PURPOSE 63](#_Toc35262199)

[II. STATEMENT OF REGULATION 63](#_Toc35262200)

[FACULTY ASSIGNMENT AND EVALUATION 64](#_Toc35262201)

[I. OBJECTIVE & PURPOSE 64](#_Toc35262202)

[II. STATEMENT OF POLICY 64](#_Toc35262203)

[ACADEMIC FREEDOM 65](#_Toc35262204)

[I. OBJECTIVE & PURPOSE 65](#_Toc35262205)

[II. STATEMENT OF POLICY 65](#_Toc35262206)

[LEARNING OPPORTUNITIES 66](#_Toc35262207)

[I. OBJECTIVE & PURPOSE 66](#_Toc35262208)

[II. STATEMENT OF POLICY 66](#_Toc35262209)

[EMPLOYEE EDUCATIONAL ASSISTANCE PROGRAM 67](#_Toc35262210)

[I. OBJECTIVE & PURPOSE 67](#_Toc35262211)

[II. STATEMENT OF POLICY 67](#_Toc35262212)

[III. GUIDELINES 67](#_Toc35262213)

[IV. PROCEDURES 68](#_Toc35262214)

[TUITION SCHOLARSHIP PROGRAM FOR SPOUSE/ DEPENDENTS 70](#_Toc35262215)

[I. OBJECTIVE & PURPOSE 70](#_Toc35262216)

[II. STATEMENT OF POLICY 70](#_Toc35262217)

[III. GUIDELINES AND PROCEDURES 70](#_Toc35262218)

[PROMOTION AND CHANGE IN ASSIGNMENT 74](#_Toc35262219)

[I. OBJECTIVE 74](#_Toc35262220)

[II. STATEMENT OF POLICY 74](#_Toc35262221)

[TENURE AND REGULAR STATUS 76](#_Toc35262222)

[I. OBJECTIVE 76](#_Toc35262223)

[II. STATEMENT OF POLICY 76](#_Toc35262224)

[DISCIPLINARY ACTIONS 79](#_Toc35262225)

[I. OBJECTIVE & PURPOSE 79](#_Toc35262226)

[II. STATEMENT OF REGULATION 79](#_Toc35262227)

[UNIVERSITY COMPLAINT AND GRIEVANCE RESOLUTION 81](#_Toc35262228)

[I. OBJECTIVE AND PURPOSE 81](#_Toc35262229)

[II. STATEMENT OF REGULATION 81](#_Toc35262230)

[III. DEFINITIONS 82](#_Toc35262231)

[IV. OVERVIEW OF PROCESS 83](#_Toc35262232)

[V. COMPLAINT PROCESS 85](#_Toc35262233)

[VI. GRIEVANCE PROCEDURE 85](#_Toc35262234)

[SEPARATION FROM EMPLOYMENT 91](#_Toc35262235)

[I. OBJECTIVE & PURPOSE 91](#_Toc35262236)

[II. STATEMENT OF REGULATION 91](#_Toc35262237)

[III. DISCUSSION OF SEPARATIONS OF EMPLOYMENT 91](#_Toc35262238)

[DEATH OF A UNIVERSITY OF NORTH FLORIDA EMPLOYEE 98](#_Toc35262239)

[I. OBJECTIVE & PURPOSE 98](#_Toc35262240)

[II. STATEMENT OF POLICY 98](#_Toc35262241)

[III. PROCEDURES: 98](#_Toc35262242)

[EMAILS 102](#_Toc35262243)

[Comments on Personnel Program from and Responses to the University Service Personnel Association 106](#_Toc35262244)

## INTRODUCTION

The University of North Florida embraces the following philosophy of human resources management, recognizing the boundaries of fiscal responsibility.

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

Our personnel policies and regulations are intended to be:

* forward-thinking
* responsive to market needs, and
* competitive within relevant markets
* fair
* concise
* easy to read and understand
* employee-friendly
* collaborative, and
* designed to promote a spirit of trust through delegation of responsibility and authority, with accountability at all levels.

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

## PROVISIONS GOVERNING PERSONNEL MATTERS

### OBJECTIVE & PURPOSE

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

### STATEMENT OF REGULATION

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

1. The University President may delegate the authority and responsibility to take the following personnel actions within the area for which the designee is responsible:
	1. Appoint all personnel.
	2. Approve the transition of University personnel to the appropriate status (probationary, regular, tenure, etc.) in accordance with applicable CBA.
	3. Approve the domestic travel of University personnel.
	4. Approve disciplinary actions affecting University personnel. All recommendations for demotion, suspension and termination of Support and Administrative employees shall be reviewed by the Director of Human Resources prior to taking such action. All recommendations for demotion, suspension and termination of faculty shall be reviewed by the Office of the Provost and Vice President for Academic Affairs prior to taking such action.
	5. Approve compensated and uncompensated leaves of absence for all personnel.
2. The University’s Office of Human Resources, under the direction of the Vice President for Administration and Finance, is delegated authority and responsibility for providing a coordinated system of personnel management and administration for all Administrative and Support employees. The Director of Human Resources shall provide oversight and guidance to hiring units for the following functions:
	1. For Administrative employees:
		1. Acting appointments.
		2. Original appointments and hiring salaries for original appointments.
		3. Annual and other salary increases up to and in excess of the pay range maximums.
		4. Salary changes due to promotion, reassignment, and/or demotion.
		5. Dual employment and/or dual compensation
		6. Addition, deletion and transfer of authorized positions.
		7. Classification and reclassification of positions.
		8. Overlap in positions.
		9. Disciplinary actions
	2. For Support employees:
		1. Applicant eligibility for particular classification.
		2. Original appointments and hiring salaries for original appointments.
		3. Appointments with trainee status.
		4. Classification and reclassification actions.
		5. Pay for on-call assignments.
		6. All appealable personnel actions.
		7. Disciplinary actions.
3. 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.
4. University employees are required to adhere to the University’s Code of Conduct and Ethics policies.
5. The provisions of this Personnel Program are subject to all applicable Federal and Florida laws.
6. 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.
7. 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

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

* 1. FACULTY defines positions assigned the principal responsibility of teaching, research, or public service activities or for Administrative responsibility for functions directly related to the academic mission.
	2. ADMINISTRATIVE defines positions assigned Administrative and management responsibilities or professional duties at the department/unit level, or above, including those historically referred to as A&P.
	3. SUPPORT defines positions assigned paraprofessional, clerical, secretarial, technical, skilled crafts, service, or maintenance duties, including those historically referred to as USPS.
	4. Other Personnel Services (OPS): defines temporary employment with no guarantee of continued employment.
1. The University Personnel Program is not a contract or a guarantee of employment and may be subject to change in accordance with appropriate procedures.

*References: 1001.74 (4), (19), (34); 1001.75 (16); 1012.91 (1); 119.07 (1) FS.*

*and any relevant Collective Bargaining Agreements.*

## DIVERSITY STATEMENT

### 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.

### 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

### OBJECTIVE & PURPOSE

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

### STATEMENT OF REGULATION

* + 1. 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.
		2. 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

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

* + 1. Additional personnel information regarding faculty, undergraduate student employees and other employees may be under the custodial responsibility of the respective vice presidents, deans or directors. The custodians of such records are responsible for designating, in a manner consistent with the provisions of this policy, those University personnel who have access to limited access records and other employee materials not open to the public. Any University personnel who have access to such records and materials shall maintain their confidentiality.
		2. Records which are identified in this policy as “limited access” records are confidential and are not subject to inspection under the provisions of Chapter 119.07(1), F.S. Limited access records shall be available for inspection only by the employee who is the subject of the records, the employee’s representative, university officials who use the information in carrying out their responsibilities, peer committees responsible for evaluating employee performance, and arbitrators or others engaged by the parties to resolve disputes, or by others by court order. For the purposes of this policy, limited access records shall include:
			1. **For Records created on or before July 1, 1995** – Any and all records reflecting evaluations of employee performance.
			2. For Records created after July 1, 1995 **–**
				1. Records that reflect “academic” evaluations of employee performance. “Academic” for the purposes of this policy means performance evaluation documents regarding employees designated as Academic Personnel (AP), employees in the General Faculty pay plan prior to the implementation of the AP classification, or other employees subject to the faculty or academic personnel evaluation process. Examples of such records are those resulting from academic evaluation processes such as tenure, promotion, annual evaluation, student evaluation of teaching

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

* + - * 1. Records maintained for the purposes of any investigation of employee misconduct. Such records shall be confidential until the investigation ceases to be active, the University concludes the investigation with a finding to proceed or not to proceed with disciplinary action, or the University issues a letter of discipline. The records shall be open to University personnel conducting the investigation, the administrator responsible for the appointment and assignment of the employee investigated, and their respective designees. To the extent necessary to meet the due process requirements of applicable University policies, or collective bargaining agreements, certain records of the investigation may be open to the employee investigated at the time indicated in the applicable policies, or agreements. A notice of proposed disciplinary action is confidential until a letter of discipline is issued or a decision is made not to proceed further with disciplinary action.

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

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

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

* + 1. Records maintained for the purposes of any disciplinary proceeding brought against an employee or of any grievance proceeding for enforcement of a collective bargaining agreement. Such records shall be confidential until a final decision is made in the proceeding. The records shall be open to University personnel conducting the proceeding, the administrator responsible for the appointment and assignment of the employee, and other University personnel representing the University in the proceeding. The record of the proceeding itself, including any evidence presented during the proceeding, is open to inspection by the employee.

## RECRUITMENT, SELECTION, AND APPOINTMENT

### 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.

### STATEMENT OF REGULATION

* 1. 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

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

* 1. The University’s offer of employment and appointment procedures shall be consistent with the following:
		1. The offer of employment for Faculty and Administrative positions shall be conditioned on the return of written acceptance by a specified date.
		2. Each non-unit Faculty member or Administrative employee shall be issued either an annual contract or documented appointment. Multi-year contracts are permissible for non-unit Faculty and Administrative employees, to a maximum of five (5) years per contract. Contracts may be renewable.
1. The University shall use the following appointment modifiers which define the conditions of an employee’s appointment. Such appointment modifiers apply to the appointment of a qualified employee unless otherwise stated and are subject to published guidelines and procedures of the University.
	1. Non-unit Faculty Appointment Modifiers:
		1. Regular – A continuing appointment. The appointment modifier is not included in the title.
		2. Acting – A limited time appointment to a position primarily assigned Administrative duties during the short-term absence of the incumbent.
		3. Interim – A limited time appointment during the period of time between the separation or retirement of an employee and the assumption of duties by a replacement.
		4. Part-time – An appointment paid from OPS. Such appointments are for temporary employment and the term of employment is only for the period specified in the offer.
		5. Visiting – An appointment of a person having appropriate professional qualifications, when either the person or the

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

* + 1. Joint – An appointment when the person is regularly participating in the teaching and/or graduate supervision responsibilities of more than one academic department/unit. The appointment modifier is not included in the title.
		2. Research – An appointment when the person is engaged primarily in research. The appointment modifier is not included in the title.
		3. Clinical – An appointment in conjunction with a professional position in a hospital, school, or other clinical environment. The appointment modifier is not included in the title.
		4. Courtesy – An unpaid appointment that may include special status or academic privileges. Persons appointed with this status may or may not be otherwise affiliated with the University. The appointment modifier is not included in the title.
		5. Honorary/Honoris Causa – An unpaid appointment of an individual having distinction and honor in his/her field, but who does not possess the normal requirements for the position.
		6. Emeritus – An honorary title that may be conferred at retirement in recognition of distinguished service.
		7. Affiliate – An appointment when a person participates in some functions of other academic departments/units. The appointment modifier is not included in the title.
		8. Multi-Year – An appointment that extends beyond one academic or fiscal year.
	1. Administrative Appointment Modifiers:
		1. Regular – A continuing appointment. The appointment modifier is not included in the title.
		2. Provisional – An appointment of a person who is not fully qualified, but who is expected to acquire such qualifications in a short period of time.
		3. Acting – A limited time appointment that includes the assumption of additional or replacement duties during the short-term absence of the incumbent.
		4. Interim – A limited time appointment during the period of time between the termination or retirement of an employee and the assumption of duties by a replacement.
		5. Temporary – an appointment to replace an employee on leave, temporarily promoted or reassigned; or to overlap one employee with another for training purposes.
		6. Emergency – An appointment when a vacancy must be filled immediately during an emergency, for an initial period of up to three (3) months with the option of extending. Such appointments may be made without regard to the 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.
		7. Emeritus – An honorary title that may be conferred at retirement in recognition of distinguished service.
		8. Multi-Year – An appointment that extends beyond one academic or fiscal year.
	2. Support Appointment Modifiers:
		1. Regular – A continuing appointment after successful completion of the designated probationary period for the class.
		2. Probationary – An appointment to a position in a class for the designated period, where the employee meets the minimum qualifications for the position.
		3. Trainee:
			1. The appointment of a prospective appointee who has not passed a required examination but meets the minimum qualifications for the position;
			2. The appointment of a prospective appointee who is not fully qualified but is expected to acquire such qualification in a short period of time;
			3. The appointment of an individual under a cooperative education program, a vocational rehabilitation program, an approved university training program, or an apprenticeship program.
		4. Temporary:
			1. An appointment to provide a non-regular assignment to a vacant position;
			2. An appointment to replace an employee who is on leave, or who is promoted or reassigned;
			3. An appointment to overlap one employee with another for training purposes.

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

* + 1. Emergency – An appointment when a vacancy must be filled immediately during an emergency, for an initial period of up to three (3) months with the option of extending. Such appointments may be made without regard to the

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.

* + 1. 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

### OBJECTIVE & PURPOSE

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

### 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.

### STATEMENT OF REGULATION

* 1. **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.
	2. **Supervision:** Employees are not permitted to supervise relatives as a conflict of interest may exist in situations such as assigning duties,

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

## UNIVERSITY POLICE QUALIFICATIONS

### OBJECTIVE & PURPOSE

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

### 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.

* + - 1. 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.
			2. 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.

* + - 1. University police officers shall complete a probationary period of twelve (12) months, beginning upon completion of the Field

Training Program, with satisfactory service before attaining Regular status.

* + - 1. University police officers shall be provided with a uniform set of identification credentials.

## AMERICANS WITH DISABILITIES ACT

### 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.

### 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

### 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.

### STATEMENT OF REGULATION

* 1. 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.
	2. 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.
	3. 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.
	4. 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.
	5. All prospective employees may be subject to fingerprinting upon an offer of employment, depending on the offered position.
	6. University Police Department (UPD) conducts fingerprinting checks through the Florida Department of Law Enforcement (FDLE) for all

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

* 1. OHR reviews reports and makes decisions regarding suitability for employment based on findings and the particular job.
	2. Hiring departments must conduct reference checks on all prospective employees to establish suitability for employment using the guidelines established by the OHR.
	3. The OHR must receive the written results of all reference checks for inclusion in the employee’s personnel file.
	4. All prospective employees may be subject to a urine drug test upon an offer of employment, depending on the offered position.

## MOVING EXPENSES

### OBJECTIVE & PURPOSE

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

### STATEMENT OF POLICY

* 1. Hiring departments may cover moving expenses of new hires if such payment is clearly in the best interest of the University.
	2. 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](http://www.unf.edu/dept/humanres).
	3. 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.
	4. 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

### OBJECTIVE & PURPOSE

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

.

### STATEMENT OF POLICY

* 1. 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.
	2. 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.

## COMPENSATION

### OBJECTIVE & PURPOSE

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

### STATEMENT OF REGULATION: Pay actions shall be administered consistent with the following provisions:

* 1. The University of North Florida Board of Trustees has delegated to the University President the ability to establish and maintain the pay structure for Administrative and Support positions.
	2. The University’s compensation strategies shall be consistent with the following University compensation philosophy, recognizing the boundaries of fiscal responsibility, and embracing a pay-for performance approach:
		1. Pay is to be equitable and fair.
		2. Pay is to be competitive.
		3. Pay is enhanced for excellence as determined by successful outcomes.
		4. Pay is enhanced for the acquisition and application of competencies/contributions valued by the University.
	3. Individual competencies, assigned duties and responsibilities of the position, and performance levels are bona fide reasons for differences in pay. In some cases, length of service may be a bona fide reason for a difference among salaries.
	4. When determining a hiring salary, the hiring authority should consider a number of factors including but not limited to:
		1. individual competencies
		2. educational level
		3. training and experience
		4. internal and external market
	5. When determining merit increases, the following factors should be considered along with the provisions of any University established merit pay plan/system:
		1. individual or group performance level
		2. method of payment (increases to base salary or lump sum)
	6. Within the boundaries of funding and fiscal responsibility, compensation strategies will include the following:
		1. Striving to pay a salary competitive within relevant markets. Where funding is limited, colleges/divisions may strive for a target salary which may be less than the actual market salary and/or have a multi-part plan for achieving internal and external equity.
		2. Considering and recognizing an employee's individual or team performance including, but not limited to:
			1. excellence in individual and collective actions
			2. specific outcomes which result from individual skills/competencies
			3. meeting and/or exceeding University goals
			4. contributing to the enhancement of the University's effectiveness
	7. Each organizational unit has the authority to determine how appropriated salary dollars are used in accordance with University policies and procedures. Discretionary salary determinations may be based on individual or team outcomes.
	8. 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:
			1. 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.
			2. 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.
			3. An emergency appointment for a Support position may be below the minimum of the pay range.
			4. Annual pay increases shall be in accordance with guidelines approved by the University Board of Trustees..
1. 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.
	3. Salary compression or inversion.
	4. Increases to resolve a pay disparity considering education, experience, or duties and responsibilities of other employees.
	5. Lump sum payments to recognize the successful completion of a special project or assignment which is in addition to the employee’s regularly assigned duties, or a documented significant increase in productivity or productivity goal achievement including a group incentive program.
	6. Increases to recognize sustained superior performance.
	7. Approved career development programs.
	8. Pay additives including those for asbestos-related activities, lead abatement activities, lead-worker pay, shift differentials, on-call pay, field training officer activities, and other approved activities.
2. Other pay adjustments.
	1. An employee who is demoted shall receive pay commensurate with the responsibilities assigned. The demotion may be with or without a reduction in base rate of pay.
	2. The removal of pay additives, correction of overpayment, or reduction to the maximum of the pay range do not constitute a reduction in pay action.
	3. When the assignment of Faculty serving in an administrative position such as Vice President, Dean or Director is changed, the pay and appointment period shall be adjusted to reflect the new responsibilities. If the adjusted pay of an administrator, whose appointment is being changed to a ranked Faculty will be greater than 90 percent of the range of pay for

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

* 1. When an employee’s appointment is changed from a calendar year to an academic year appointment, the employee’s pay shall be adjusted to 75 percent of the calendar year base pay. For an employee whose appointment was previously changed from academic year to calendar year where the pay was adjusted other than by 133.3 percent, pay shall be adjusted to the percent which is the reciprocal of the percent previously used. A different pay adjustment percent may be used upon agreement of the employee and the University President.
1. The University shall arrange work schedules to minimize overtime and shall establish procedures for overtime pay consistent with the Fair Labor Standards Act (FLSA) and related wage and hour laws.
2. Extra Compensation.
	1. Pay for appointments up to the available established FTE for the position shall be from funds designated as salaries.
	2. Pay for the portion of an appointment in excess of the available established FTE for the position and for activities of limited duration where no FTE is assigned shall be from funds designated as OPS.

## HOURS OF WORK, BENEFITS, AND LEAVE REQUIREMENTS

### OBJECTIVE & PURPOSE

The purpose of this regulation is to establish a standard for the hours of work and for the provision of benefits to University employees. The benefits in this section are intended to apply to all budgeted University faculty and staff and are intended to complement applicable collective bargaining agreements. However, to the extent any benefits contradict existing collective bargaining agreements, the collective bargaining agreements will be the controlling authority for those covered employees.

### STATEMENT OF REGULATION

Benefits made available to budgeted Faculty, Administrative and Support employees include paid and unpaid leave, holidays, State and University-sponsored insurance programs, and retirement. Benefits shall be provided proportionate to full-time equivalency on the payroll. Benefits and hours of work requirements shall be administered consistent with the following provisions.

### HOURS OF WORK

* 1. **Workweek**
		1. The standard workweek is 40 hours for full-time employees. Holiday pay (maximum of eight hours) and paid leave are not considered overtime and are paid at the employee’s regular pay rate except as stipulated in appropriate collective bargaining agreements.
		2. Each employee is expected to work the number of hours in the employee’s established workweek unless on approved leave.
	2. 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.
	3. 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:
			1. if the employee changes departments through promotion or reassignment.
			2. 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.
			3. if the employee separates from the University.
			4. 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

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

* + 1. Employees must use accrued compensatory leave prior to using other types of leave.
	1. PAID AND UNPAID LEAVE STATUS

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

* + 1. Leave shall be accrued while in pay status and shall be credited on the last day of that pay period or, in the case of separation, on the last day the employee is on the payroll.
		2. During approved unpaid leave for parental, foster care, medical, or military reasons, an employee may use accrued leave to continue the contributions to State benefits and other expenses.
		3. Unless agreed otherwise, an employee shall be employed in the same or similar status upon completion of the approved leave period.
		4. While on paid leave, an employee may not be employed elsewhere unless the requirements for outside activity have been met.

### 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](http://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

| Full- Time Employees | 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. The employee’s personal illness, injury, exposure to a contagious disease, a disability where the employee is unable to perform assigned duties, or appointments with health care providers.
	2. The illness, injury, appointments with health care providers, or death of a member of the employee’s family.
3. Notice of absence due to illness, injury, disability, or exposure to a contagious disease shall be given on the first day of absence.
4. The University shall accept the transfer of a maximum of eighty

(80) hours of accrued sick leave accrued in another State university within Florida or New College for which payment has not been received provided no more than 31 days have elapsed between employments; or if reemployed by UNF within 60 days, unpaid sick leave will be restored. In the case of a layoff, the unpaid sick leave will be restored if recalled by the University within one year.

1. Upon separation, an employee with 10 or more years of State service shall be paid for one-eighth of all unused sick leave accrued prior to October 1, 1973, and for one-fourth of unused sick leave up to a total of 480 hours accrued after October 1, 1973, in accordance with Section 110.122, F.S.
2. Annual Leave
	1. Annual leave for full-time employees shall be as follows with proportionate accrual for less than full-time. An academic year (39 weeks) employee, and an employee appointed for less than 9 months shall not accrue annual leave. Hours of accrual for Support is based on years of creditable service and such service shall be awarded as one month of service credit for each calendar month that the employee is on the

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

HOURS ACCRUED DURING PAY PERIOD

| **Employee** | **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)** | **MONTHLY** | **BIWEEKLY** | **YEAR- END****MAXIMUM** | **MAXIMUM PAYOUT** | **MAXIMUM TRANSFERABLE** |
| --- | --- | --- | --- | --- | --- |
| 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 |

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

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

* 1. Upon entering into the Deferred Retirement Optional Program (DROP), employees may elect to be paid up to the year-end maximum of their unused annual leave.
	2. Upon transfer from an annual leave-accruing position to a non leave-accruing position, the employee shall be paid for unused annual leave.

### Other Leaves

* 1. Administrative Leave

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

* + 1. JURY DUTY - Administrative leave for jury duty shall not exceed the number of hours in the employee’s normal workday. If jury duty does not require absence for the entire workday, the employee shall return to work immediately upon release by the court. If the jury duty does not coincide with the regular work schedule, the employee shall be granted administrative leave based on the total hours served on jury duty and such leave shall be granted on the next scheduled work shift. Any jury pay shall be retained by the employee.
		2. SUMMONS AS WITNESS - Administrative leave shall be provided to an employee summoned as a witness in a matter not involving personal interests. Administrative leave shall not be provided to an employee serving as an expert witness. Witness pay shall be retained by the employee.
		3. ATHLETIC COMPETITION - Administrative leave for athletic competition in Olympic events shall be provided in accordance with Section 110.118, F.S.
		4. OFFICIAL CLOSING OF THE UNIVERSITY - Administrative leave shall be provided for the official closing of University facilities. Support employees required to perform essential services during an emergency closing shall have the time worked during the official closing calculated as overtime.
		5. FLORIDA DISASTER VOLUNTEERS - The University President may provide administrative leave for Florida Disaster Volunteers.
		6. CIVIL DISORDER - The University President may grant administrative leave for civil disorder or disaster for an employee who is a member of a volunteer emergency response team.
		7. VOTING IN PUBLIC ELECTIONS – Up to two hours of administrative leave may be provided for voting in public elections.
		8. INVESTIGATIONS - The University may place an employee under investigation on leave up to the length of the investigation.
		9. DISCIPLINARY NOTICE - The University may place an employee on administrative leave between the notice of reduction in pay, suspension, or dismissal and the effective date of such action.
		10. BEST INTEREST OF THE UNIVERSITY - The University may place an employee on administrative leave when the employee’s presence in the workplace may result in damage to property, or injury to the

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

* 1. Bereavement Leave

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

* 1. Compulsory Leave

Compulsory Leave provisions shall be consistent with the following.

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

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

* + 1. The employee may be allowed to use paid leave during compulsory leave to continue the contributions to State benefits and other expenses.
		2. Unless agreed otherwise, an employee shall be employed in the same or similar status upon completion of the approved leave period and upon receipt of medical certification.
		3. Employees who fail to meet the conditions of the compulsory leave or who fail to obtain medical certification and are unable to perform duties may be dismissed for inability to perform the duties of the position.
	1. Family Medical Leave Act (FMLA)

Employees are provided with twelve workweeks (480 hours) of Family and Medical Leave within a 12-month period in compliance with the Family and Medical Leave Act (FMLA) of 1993 (Public Law 103-3) and the Final Regulations of the Family and Medical Leave Act of 1993 (29 CFR Part 825). The 12-month period is calculated on a rolling year basis for each individual employee. All employees are eligible including OPS employees who have worked at least 12 months (these need not have been consecutive) and who have worked at least 1250 hours in the 12-months prior to the leave.

Faculty, Administrative, and Support employees may use paid leave for an FMLA event and such shall be counted toward the entitlement.

* 1. Military Leave

Military leave and reemployment rights shall be provided to Faculty, Administrative, and Support employees consistent with Federal and 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.
	1. 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.

* 1. 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

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

* + 1. An employee may elect to use paid leave to supplement Workers’ Compensation payments, not to exceed the employee’s regularly scheduled work day.
		2. The period of paid or unpaid job-related disability leave shall be in accordance with Chapter 440, F.S.
		3. An employee who was injured in the workplace, may be returned to alternate duty consistent with established University policies or procedures.
		4. If at the end of the leave period, an employee is unable to return from leave to work full-time and perform the duties of the position, the University may consider various employment options.
		5. FMLA shall run concurrently with Workers’ Compensation.

### Retirement Program

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

## SICK LEAVE POOL

### 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.

### 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.

* 1. 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

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

* + 1. The Director of Human Resources, or designee, shall serve as administrator of the sick leave pool and shall vote only in the event of a tie. Both the administrator and the committee shall be jointly responsible for the administration and operation of the Sick Leave Pool.
		2. The administrator shall conduct open enrollment on an annual basis and at such other times as prescribed by the committee. The administrator shall also process applications for membership in the pool pursuant to the eligibility criteria established under this policy.
		3. All records regarding membership applications, usage and other transactions based on decisions of the committee and operation of the pool shall be maintained by the administrator.
		4. The committee shall meet at designated intervals to review, approve, or disapprove, by majority vote of those present, requests for membership, requests for pool usage, or the non-continuation of members. In addition, the committee shall authorize the administrator to deduct sick leave hours from the members’ sick leave accounts.
		5. The committee alternates shall serve in the absence of a regular member and perform the same functions as the regular member. In addition, the alternates may serve in instances where a possible conflict of interest precludes another member from voting; or serve for the remainder of the term when a vacancy arises due to the resignation of a committee member or the termination of a committee member’s employment.
		6. The administrator (or designee) and a quorum of four (4) committee members must be present for the committee to take action. Committee alternates must attend all meetings and will vote in the absence of a committee member.
	1. Membership Terms and Conditions
		1. Membership and participation in the pool shall be voluntary at all times by the employee.
		2. Membership criteria. An employee shall meet the criteria as set forth herein for membership in the pool.
			1. The employee must be employed in a full-time or part-time leave-earning position with the University.
			2. The employee must have been continuously employed for one year without a break in service with the University in a position which earned sick leave credits (see exception as noted in 3 b. below); and
			3. The employee must have an accumulated sick leave balance of sixty-four (64) hours (proportionate for part-time employees) at the time of application and approval for membership in the pool or at the close of the open enrollment period.
		3. Application for membership. Application for membership in the pool shall be made in writing to the administrator during open enrollment or during the appropriate periods indicated below:
			1. An employee who is eligible for membership on the effective date of the pool policy must apply within thirty (30) days of the effective date of the policy or during a subsequent open enrollment period. Upon approval of membership, the employee shall be

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

* + - 1. A new employee whose immediate previous employer is a State of Florida governmental agency, community college, political subdivision or other State university with whom the University has a reciprocal leave transfer agreement may transfer membership from the previous employer’s sick leave pool to the pool within thirty (30) days of the beginning date of employment with the University in accordance with the reciprocal agreement. Such employee will not be required to contribute eight (8) hours upon transferring membership into the pool as long as the employee has at least sixty four (64) hours of sick leave accrued that will be transferring into the University with him/her.
		1. An employee may withdraw from the pool at any time by written notice to the administrator. Withdrawal from the pool terminates the employee’s entitlement to use sick leave credits from the pool and the employee automatically forfeits any prior contributions. A member who withdraws from the pool will not be eligible for reinstatement until the next open enrollment. A pattern of more than two withdrawals from the pool by any one member may result in cancellation of membership.
		2. Any sick leave contributed to the pool by a participating employee shall be forfeited upon the employee’s separation from employment for any reason.
		3. An employee who separates employment from the University may elect to donate a maximum of sixteen (16) hours of unused, accrued sick leave to the pool. Such donation forfeits the sick leave and it shall not be reinstated should the employee elect to return to the University as an employee at a later date.
	1. Use of Sick Leave from the Pool
		1. Participants in the pool may draw upon the pool for their personal catastrophic injury or illness upon approval of the committee. A catastrophic illness or injury shall be defined as a ***severe*** condition or combination of conditions affecting the mental or physical health of the employee that requires treatment by a licensed medical practitioner for a prolonged period of time. A prolonged period is 120 hours of missed work.
		2. All requests for sick leave pool benefits shall be made on the application to use sick leave pool credits and shall be accompanied by medical verification, which includes the nature and expected duration of the injury or illness. Pool benefits may be approved retroactive to the first day of the absence for the personal illness, accident, or injury that requires the member to be absent from work fifteen (15) or more consecutive workdays. If less than fifteen (15) workdays are required, sick leave pool hours shall not be approved.
		3. A member may apply for pool benefits up to a maximum of 240 hours in a consecutive twelve (12) month period, with a lifetime maximum of 480 hours. Pool benefits shall be limited to no more than 120 hours per request.
		4. A member must deplete or will have depleted all accrued compensatory time, special compensatory time, sick leave, annual leave, and personal leave prior to being granted the use of pool hours.
		5. Participation in the pool does not guarantee that hours may be withdrawn from the pool. The University reserves the right to deny a request for sick leave pool benefits when the application for benefits or medical verification is incomplete or the request does not conform to this policy. Pool benefits shall not be approved or used for non- catastrophic illness or injury such as the occurrences or situations described below (listing is not all inclusive):
			1. Cosmetic surgery except due to illness, accident or injury covered by the member’s health insurance plan
			2. Normal childbirth and recovery from such Complications arising from childbirth that require hospitalization and/or a period of limited activity (e.g., complete bed rest) necessary for the safety of the mother and/or unborn child shall be an eligible illness
			3. An intentional self-inflicted injury
			4. War or acts of war
			5. Marital, recreational, educational or speech therapy, except where the speech therapy is obtained as a result of illness, accident, or injury and is or would be covered by the member’s health insurance plan.
			6. Illness, accident or injury due to a member’s commission of a felony and/or the member’s illegal

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

* + 1. If an employee meets the criteria to receive disability benefits under an applicable University or private insurance policy or government program, he/she is no longer eligible to use pool hours.
		2. If an employee has time-off due to a job-incurred injury covered by Workers’ Compensation Benefits, he/she is not eligible to use pool hours for that time-off.
		3. If an employee returns from leave before the agreed upon date, the difference in hours shall be returned to the pool. The employee’s department shall notify the administrator by memorandum of the leave to be returned.
		4. An employee on leave, using hours from the pool, will continue to accrue sick leave and annual leave at his/her established rate. However, as leave is earned, it will be deducted from the awarded leave balance.
		5. Abuse of pool benefits may result in the cancellation of membership in the pool, forfeiture of prior contributions, disciplinary action and the member may be required to repay all or part of the sick leave credits withdrawn from the pool. Abuse of pool benefits shall include, but not be limited to: misrepresentation of an illness, accident, or injury, or the circumstances surrounding it, and/or submission of a medical certification which is from other than a licensed medical practitioner, or which misrepresents the nature of a member’s illness and/or duration, all for the purpose of receiving sick leave benefits to which the member is not entitled under this policy.
	1. Maintenance of the Sick Leave Pool.
		1. Each full-time participating employee will contribute eight

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

* + 1. If a member’s sick leave balance is insufficient to deduct eight (8) hours (proportionate for part-time employees) at the time the pool is depleted, the member shall be required to contribute the total sick leave hours accumulated and shall contribute the remainder as soon as additional sick leave hours are accrued. The member shall not be allowed to use sick leave credits from the pool until the required number of hours has been contributed to the pool.
		2. Hours contributed to the pool shall be placed in a single account. Contributions for the benefit of a specific individual, position or illness shall not be accepted.
		3. The pool shall be considered to be depleted when the total hours in the pool equal 120 hours or less. Upon depletion of the hours in the pool, the administrator shall notify each pool member that an additional eight (8) hours of sick leave will be deducted from his or her sick leave account and deposited in the pool.
		4. The University President may change the terms and conditions of this policy at any time as deemed appropriate.
		5. The University President may, at any time repeal this policy for the purpose of discontinuing the pool.
		6. All hours remaining in the pool at the time of the repeal of this policy shall be prorated equally among the membership, provided at least one hour can be returned to each full-time employed member and prorated for each part-time employed member. Otherwise, remaining hours shall be forfeited.
	1. Appeal Rights

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

## LEAVE DONATION

### 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.

### STATEMENT OF POLICY

* 1. 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.
	2. 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.
	3. 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.
	4. 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.
	5. 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

### OBJECTIVE & PURPOSE

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

### STATEMENT OF POLICY

1. 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
2. The University President, may, at his/her discretion, designate one (1) additional holiday to be taken during the Christmas – New Year’s Day period.
3. 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.
4. An employee must be in pay status the workday preceding and the workday immediately following the University holiday in order to receive holiday pay.
5. 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

### 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.

### 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.

* 1. Duration: This arrangement will be valid until canceled in writing with the approval of the supervisor.
	2. Work Hours: Work hours and location will be specified as part of the arrangement.
	3. Time and attendance will be recorded as if the employees were performing work at the University.
	4. Leave: Employees must obtain supervisory approval before taking leave in accordance with established office procedures.
	5. 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

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

* 1. Equipment: The supervisor and the employee must agree upon the equipment to be used in telecommuting. The University will not be responsible for employee-owned equipment used in the telecommuting program.
	2. Maintenance of Equipment: Equipment provided by the University must be protected against damage and unauthorized use. University-owned equipment will be serviced and maintained by the University. Equipment provided by the employee will be at no cost to the University, and will be maintained by the employee.
	3. Cost: The University will not be responsible for operating costs, home maintenance, or any other incidental costs (e.g. utilities), associated with the use of the employee's residence. The employee does not give up any reimbursement for authorized expenses incurred while conducting official business for the University.
	4. Liability: The University will not be liable for damages to the employee's property resulting from participation in the telecommuting program. In signing this document, the employee agrees to hold the University harmless against any and all claims, excluding workers' compensation claims.
	5. Workers' Compensation: The employee is covered by workers' compensation if injured in the course of performing official duties at the telecommuting location.
	6. Verification of Home Safety: In signing the arrangement, the employee verifies that the home office provides work space that is free of safety and fire hazards.
	7. Work Assignments: The employee will meet with the supervisor to receive assignments and to review completed work. The employee

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

* 1. Evaluation: The evaluation of the employee's job performance will be based on established standards in accordance with the evaluation procedures outlined in the University policies. Performance must remain satisfactory to remain a telecommuter. Employees will not be allowed to telecommute while on a performance improvement plan (PIP).
	2. Records: The employee will apply safeguards which are approved by the University to protect records, electronic or otherwise, from unauthorized disclosure or damage. All records, papers and correspondence must be safeguarded for their return to the office.
	3. Participation in Evaluation: The employee and supervisor agree to promptly complete and submit telecommuting evaluation materials and to attend periodic group meetings for the telecommuting program as required.
	4. Curtailment of the Arrangement: Management has the right to remove the employee from the program if participation fails to benefit organizational needs.

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

## CONFLICTS OF INTEREST & OUTSIDE EMPLOYMENT/ACTIVITY

### OBJECTIVE & PURPOSE

The purpose of this regulation is to establish a uniform process for the employees of the University as it pertains to conflict of interest through outside employment and/or activity.

### STATEMENT OF REGULATION

* 1. **Overview**
		1. Employees are required to be aware of their obligations and responsibilities as public employees of the University. If an employee has concerns as to what may constitute a conflict of interest, s/he should consult with his/her supervisor.
		2. Nothing in this regulation is intended to discourage an employee from engaging in outside activity in order to increase his/her professional reputation, service to the community, or income, subject to the conditions stated in this regulation.
	2. Definitions:
		1. For purposes of this policy, employee is defined as non-unit Faculty, Administrative, and Support employees in budgeted positions.
		2. Outside Employment means any employment, private practice, private consulting, or service which may eventually be compensated, either directly or indirectly.
		3. Outside activity includes activities that are uncompensated or compensated and may include service on boards or commissions, or any other activity, which is not part of the

employee’s University duties and for which the University does not provide compensation.

* + 1. “Compensation” includes any type of remuneration or benefit received for services performed by the University employee during the outside activity.
	1. Requirements

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

* + 1. Administrative Employee Obligations:
			1. Employee must complete the Outside Employment/Activity Form found on the Office of Human Resources website: [www.unf.edu/dept/humanres](http://www.unf.edu/dept/humanres).
			2. The form must be approved by the appropriate vice president or designee and the Director of Human Resources. Any request to teach at another institution must also be approved by the Provost and Vice President of Academic Affairs or designee.
			3. The approved form will be maintained in the employee’s personnel file.
			4. A new form must be completed each July 1 and shall cover the specified employment for the entire fiscal year, however, if the nature of the employment changes or additional subsequent employment is pending, a new form must be completed.
		2. Non-unit Faculty Employee Obligations:
			1. Employee must complete the Outside Employment/Activity Form found on the Office of Human Resources website: [www.unf.edu/dept/humanres](http://www.unf.edu/dept/humanres).
			2. The form must be approved by the immediate supervisor and the Provost or designee.
			3. The approved form will be maintained in the employee’s personnel file, with a copy in Academic Affairs and a copy in the employee’s College.
			4. A new form must be completed each July 1 and shall cover the specified employment for the entire fiscal year, however, if the nature of the employment changes or additional subsequent employment is pending, a new form must be completed.
		3. Support Staff Employee Obligations:
			1. Employee must complete the Outside Employment/Activity Form found on the Office of Human Resources website: [www.unf.edu/dept/humanres](http://www.unf.edu/dept/humanres).
			2. The form must be approved by the appropriate department head and the Director of Human Resources.
			3. The approved form will be maintained in the employee’s personnel file.
			4. A new form must be completed each July 1 and shall cover the specified employment for the entire fiscal year, however, if the nature of the employment changes or additional subsequent employment is pending, a new form must be completed.
	1. Use of University Resources

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

* 1. Outside Activities
		1. An employee engaging in outside activity must take reasonable measures to ensure that the public, the outside employer or other recipient of services understands that the employee is engaging in such outside activity as a private citizen and not as an employee, agent, or spokesperson of the University.
		2. If an employee engages in any outside activity that is uncompensated, the employee must disclose the existence of this activity if it is reasonable to believe that there is or may be a conflict with the employee’s duties as a University employee.
		3. Any employee who intends to engage in any outside activity that is compensated or that may be compensated in the future must advise his/her supervisor in writing of their intent to engage in the outside activity prior to beginning the activity.
		4. If the employee fails to discuss the outside activity in advance of its inception, the employee may be subject to discipline. Further, if the outside activity presents a potential conflict of interest with the employee’s University job duties, the outside activity may be disallowed.
		5. The reporting provisions will not apply to activities performed wholly during a period in which the employee has no appointment with the University.
		6. The supervisor or other appropriate University official will assure that approval for the outside activity is granted only when a conflict under this Policy will not occur. The employee will be notified if it is believed that a conflict of interest will result from a proposed outside activity, and the request may be denied.
	2. Intellectual Property
		1. The Provost and Vice President for Academic Affairs is responsible for all intellectual property, inventions and works developed by University employees and administers protection of any intellectual property, inventions or works, and any copyright, patent or licensing interests of the University.
		2. An employee who proposes to engage in outside employment that may lead to the development of some invention or work in which the University may have or claim an interest must furnish a copy of this Policy indicating that the University may have a claim of

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

* + 1. Any requirement(s) that an employee who is engaged in an outside activity must waive the employee’s or University’s rights or interests to any inventions or works, which may be developed during the course of such outside employment, must be approved by the Provost and Vice President for Academic Affairs.
		2. Any agreement by the Provost and Vice President for Academic Affairs to assign or release any invention or work, including patent rights, to an employee must include that such invention or work, if patented by the employee, must be available royalty-free for governmental purposes of the State of Florida, unless otherwise agreed in writing by the University.
	1. APPEALS:
		1. If an employee believes that a request to engage in outside employment or activity has been unduly denied, a written letter of appeal may be sent to the Office of the President outlining the concern, within ten (10) days of the notification of denial.
		2. The University President will review the matter and will notify the employee within ten (10) days of receipt of the letter of appeal.
		3. The decision of the Office of the President shall be final regarding an employee participating in outside employment or activity.

## EVALUATION AND RECOGNITION

### 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.

### STATEMENT OF REGULATION

* 1. 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.
	2. The evaluation should be considered in making personnel decisions.
	3. The University shall establish programs to recognize employee performance, years of service, and other celebratory achievements.

## FACULTY ASSIGNMENT AND EVALUATION

### OBJECTIVE & PURPOSE

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

### STATEMENT OF POLICY

* 1. 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.
	2. 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.
	3. The annual performance evaluation shall be given adequate consideration for purposes of salary adjustments, promotions, reemployment, and tenure.

## ACADEMIC FREEDOM

### OBJECTIVE & PURPOSE

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

### STATEMENT OF POLICY

1. Academic freedom and responsibility apply to teaching, research, and creative activity, and assigned service.
	1. Non-unit Faculty shall be free to:
		1. Cultivate a spirit of inquiry and scholarly criticism and present and discuss their own academic subjects, frankly and forthrightly, with freedom and confidence.
		2. Select instructional materials and determine grades in accordance with University procedure.
		3. 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.

1. Be forthright and honest in the pursuit and communication of scientific and scholarly knowledge.
2. Respect students, staff, and colleagues and not exploit students for private advantage.
3. Respect the integrity of the evaluation process with regard to students, staff, and colleagues, so that it reflects their true merit.
4. Contribute to the orderly and effective functioning of the academic unit and/or the University and act in a collegial manner in all interactions.
5. Represent themselves as institutional representatives

## LEARNING OPPORTUNITIES

### OBJECTIVE & PURPOSE

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

### STATEMENT OF POLICY

* 1. 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

### 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.

### 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.

### GUIDELINES

* 1. 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.
	2. 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.
	3. In no case will a dependent and/or spouse be allowed to assign credit hours to the UNF employee.
	4. Unused tuition hours do not roll over nor can they be carried over into another semester.
	5. Any employee receiving Student Financial Aid must notify the Student Financial Aid Office of their Employee Educational Assistance benefit prior to registering for classes.
	6. The value of courses taken using the Employee Educational Assistance Program is not used to compute the employee’s base rate of pay or regular rate of pay.
	7. The University will not be responsible for any tax liability arising from the use of this Program.
	8. The University reserves the right to exempt specific courses from eligibility for this Program. For a list of exempted courses for a specific semester, contact the Enrollment Services Processing Center
	9. The lifetime maximum is 132 attempted credit hours per individual through this Program.

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

### PROCEDURES

* 1. The employee is responsible for completing the Employee Educational Assistance Program application form.
	2. The employee must complete admissions and registration requirements.
	3. The employee must meet admissions criteria and complete registration requirements.
	4. Any employee receiving Student Financial Aid must notify the Student Financial Aid Office of the use of the Employee Educational Assistance Program.
	5. As a precondition to approving a request to participate in this program, the University will require the employee to enter into an

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

* + 1. Remain in good academic standing;
		2. Complete all courses taken through this program which the user does not drop/withdraw before the expiration of the regular add/drop period. Designations such as withdraw (W), withdraw/passing (WP), withdraw/failing (WF), or incomplete (I) will not satisfy the requirements of this paragraph, and will count toward the lifetime maximum as stated in Guideline (I) above.
		3. Failure to remain in good academic standing or complete the courses as described in (a) and (b), above, will result in the user’s loss of eligibility to participate in the program for the subsequent semester.
	1. Submit the fully approved original Employee Educational Assistance form to the Enrollment Services Processing Center by the published last day to pay fees.
	2. Classes should not be scheduled during normal working hours without the prior permission of the department head and an approved plan to makeup the time missed through use of personal accrued leave or flexible scheduling.

## TUITION SCHOLARSHIP PROGRAM FOR SPOUSE/ DEPENDENTS

### OBJECTIVE & PURPOSE

The purpose of this policy is to offer a benefit to University employees by providing assistance to spouse and dependent children of eligible employees who are seeking a college education at the undergraduate level, by reducing the financial burden for family members.

### STATEMENT OF POLICY

It is the policy of the University to offer financial assistance for the education of spouses of eligible employees, and dependent children of eligible employees, subject to published guidelines and procedures. This benefit includes University paid tuition, at the current in-State rate, and does not cover related fees, books, supplies, or any ancillary costs.

### GUIDELINES AND PROCEDURES

* 1. **GUIDELINES:**
		1. Full time UNF faculty, Administrative and Support employees in good standing\*, who have been employed for at least six

(6) months in a budgeted position, are eligible to have their spouse or dependent children enroll in up to six (6) credit hours of instruction per semester at the University per family.

* + 1. Part-time salaried employees (.5 FTE) in good standing\*, who have been employed for at least six (6) months in a budgeted position, are eligible to have their spouse or dependent children enroll in up to three (3) credit hours of instruction per semester at the University per family.

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

* + 1. This program is not available to OPS or temporary personnel.
		2. This program is not available for Thesis, Dissertation, Internships, Directed Independent Study, non-credit courses, sponsored credit program offerings, or graduate courses.
		3. The employee cannot assign his or her tuition to a spouse or dependent children.
			1. In no case will a dependent and/or spouse be allowed to assign credit hours to the University employee.
			2. Unused tuition hours do not roll over into another semester.
		4. Dependent Child – For the purposes of this benefit, children are considered dependent if, at the time of class registration, they are unmarried, have not reached the age of 24, and are dependent on the eligible employee for more than half of their financial support.
		5. Eligibility to utilize the Dependent Tuition Scholarship benefit does not guarantee admission to the University, or to any specific program or course.
		6. Upon request, an employee must produce any supporting documentation requested by UNF to show that any person noted as spouse/dependent meets the criteria set forth in this program.
		7. Any individual, employee, spouse, or dependent, receiving Student Financial Aid must notify the Student Financial Aid

Office of their Tuition Scholarship benefit prior to registering for classes.

* + 1. The value of courses taken using the tuition Scholarship is not used to compute the employee’s base rate of pay or regular rate of pay.
		2. The University is not responsible for any tax liability arising from the use of this Tuition Scholarship Program.
		3. 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.
		4. The lifetime maximum is 132 attempted credit hours per individual through this Program.
		5. 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.
	1. 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.

* + 1. As a precondition to approving a request to participate in this program, the University will require the user to enter into an agreement that requires the following in order to enjoy continued participation in this program:
			1. Remain in good academic standing as defined by University policy.
			2. Complete all courses taken through this program which the user does not drop/withdraw before the expiration of the regular add/drop period. Designations including withdraw (W), withdraw/passing (WP), withdraw/failing (WF), or incomplete (I) will not satisfy the requirements of this paragraph, and will count toward the lifetime maximum as stated in Guideline (13) above.
			3. Failure to remain in good academic standing or complete the courses as described in (a) and (b), above, will result in the user’s loss of eligibility to participate in the program for the subsequent semester.
		2. Submit the fully approved original copy of the Tuition Scholarship for Spouse and Dependents form to the Enrollment Services Processing Center by the published last day to pay fees.

## PROMOTION AND CHANGE IN ASSIGNMENT

### OBJECTIVE

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

### STATEMENT OF POLICY

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

* 1. Promotion
		1. Non-unit Faculty promotion is the appointment to a higher academic or equivalent rank or class and may also be combined with an application for tenure.
		2. The criteria for promotion shall include meeting the minimum qualifications for appointment to the rank or position, increased skill in teaching, increased knowledge in the field of specialty, increased recognition as an authority in the field, and potential for professional growth.
		3. The University shall provide for non-unit Faculty participation in developing promotion recommendations and other procedures and criteria for Faculty promotion.
		4. Administrative employee promotion is the appointment to another position or class with substantially increased responsibilities, or a Regular assignment of substantially increased responsibilities for the existing classification. An employee must meet the minimum qualifications for the position to which promoted.
		5. Support employee promotion is the appointment to a class or position with substantially increased responsibilities. An employee

must meet the minimum qualifications for the position to which promoted.

* + 1. Upon promotion, the employee’s appointment modifier shall be determined pursuant to the provisions of the Personnel Program.
		2. An employee who has earned Regular status in the class to which promoted shall be promoted with Regular status.
	1. Change in Assignment
		1. Non-unit Faculty with administrative responsibilities serve at the will of the University President and may, at any time, receive a change in classification or assignment. Employees with tenure or Regular status shall not have such status affected by the change in classification or assignment.
		2. An Administrative or Support employee change in assignment is the appointment to a different position in the same class or in a different class having the same pay range maximum.
		3. If a Support employee who has not attained Regular status in the current class receives a change in assignment to a different position in the same class, the employee’s status remains the same until the probationary period designated for the class has been successfully completed.
		4. A Support employee with or without Regular status in the current class who receives a change in assignment to a different position in a different class shall be given probationary status in the new class if the employee meets the minimum qualifications for the position; however, if the employee previously held Regular status in the class to which reassigned, the change in assignment shall be with Regular status.
	2. Demotion
		1. A demotion is an appointment to a class or position having less responsibility.
		2. Upon demotion, a Support employee’s appointment modifier shall be determined pursuant to the provisions of the Personnel Program; however, if the employee previously held Regular status in the class to which demoted, the demotion shall be with Regular status.
		3. A demotion may result in a decrease in salary.

## TENURE AND REGULAR STATUS

### OBJECTIVE

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

### STATEMENT OF POLICY

1. Non-Faculty tenure shall be administered consistent with the following provisions:
	1. The award of tenure shall provide annual reappointment until voluntary resignation, retirement, removal for just cause, or layoff.
	2. Tenure is awarded upon demonstration of excellence in teaching, excellence in scholarship as evidenced by an agenda of inquiry that has resulted in published scholarly or creative works of high quality, and continuing meaningful contributions in service. Tenure criteria shall address the areas of teaching; research and other scholarly activities; and service to the public, the discipline, and the university including those professional responsibilities consistent with faculty status. These criteria shall take into account the mission and needs of the institution and shall place appropriate emphasis upon teaching and teaching-related scholarship. In this regard, the University shall ensure that teaching is evaluated broadly, including assessments by peers and students, and that teaching performance is prominently considered in the award of tenure.
	3. Tenure shall be held as ranked Faculty in an academic department/unit and shall not extend to administrative appointments.
	4. Appointments to the ranks of assistant professor, associate professor, and professor are tenure-earning when they do not include the appointment modifier of acting, part-time, joint, visiting, research, clinical, courtesy, honorary, or affiliate. Appointments which include the appointment modifier of multi-year, joint, visiting, research, clinical, or affiliate are ordinarily non-tenure-earning, however, employees with these

appointment modifiers may earn time toward tenure as determined by the University President at the time of appointment. If an employee is initially appointed to the rank of instructor or to a non-tenure-earning rank and is subsequently appointed to a tenure-earning position, all or a portion of the prior service in such non-tenure-earning position may be counted toward tenure, provided the University President agrees to credit such service.

* 1. The decision to recommend an employee for tenure shall be made no later than the sixth year of continuous full-time service or equivalent part- time service in a tenure-earning position. Tenure-earning employees not recommended for tenure by the end of six years of continuous full-time, or equivalent part-time services, shall be given notice that further employment will not be offered. Full-time service for the purpose of tenure eligibility shall mean employment at 1.0 FTE during at least 39 weeks of any twelve month or nine month contract. Part-time service shall mean employment during at least one semester of any twelve month period.
	2. At the time of employment, the University President may credit an employee with tenure-earning service from another institution of higher education, however, such credit shall be limited to not more than two years of tenure-earning service for an assistant professor, not more than three years for an associate professor, and not more than four years for a professor. All prior SUS tenure-earning service shall be credited toward tenure unless otherwise agreed at the time of employment.
	3. Time spent on a joint appointment or approved personnel exchange program of the University, or a special assignment which benefits the University shall be counted toward tenure eligibility. Time spent away from the University for other purposes shall not be counted toward tenure eligibility.
	4. Time spent on paid leave shall be tenure-earning unless otherwise agreed at the time of such leave. Time spent on unpaid leave shall not be credited as tenure-earning except as approved by the University President.
	5. The recommendation of an employee for tenure shall signify that the University President is satisfied the employee will continue to make significant professional contributions to the University and the academic community. Upon recommendation by the University President and approval by the University board and, if required by law or regulation, approval by appropriate statewide governing board.
	6. With sufficient justification, tenure may also be recommended by the University President and approved by the University board (and if required by law or regulation, approved by the appropriate statewide governing board) at the time of initial appointment or prior to the sixth year of tenure- earning service.
1. Regular status for Support employees shall be administered consistent with the following provisions.
	1. An employee earns regular status in the class after successful completion of the designated probationary period and has rights to remain in the class or to contest adverse action taken against the employee while serving in the class.
	2. An employee with Regular status filling a time-limited position shall not have retention rights or other rights provided under layoff and recall provisions.
	3. An employee without Regular status in any class may be terminated at any time without the right to appeal such action.

## DISCIPLINARY ACTIONS

### OBJECTIVE & PURPOSE

The purpose of this regulation is to establish a process and provide guidelines for the application of disciplinary actions for University employees. This regulation is applicable to all Faculty and Staff not covered by collective bargaining agreements.

### STATEMENT OF REGULATION

* 1. **INTRODUCTION**
		1. Occasionally, it becomes necessary to discipline employees in order to address unacceptable behavior and/or performance. The time for a manager or supervisor to act is as soon as a

problem develops. Disciplinary actions may range from oral reprimands to dismissal from the University.

* + 1. The Director of Human Resources, or designee, can

provide advice and guidance on the discipline of Support and Administrative employees. Contact the Office of the Provost for advice and guidance on the discipline of Faculty.

* 1. GENERAL
		1. Discipline is defined by the University as a method of addressing unacceptable employee behavior and/or performance. The main objective of taking disciplinary action is to provide an opportunity for the employee to recognize inappropriate behavior and/or performance and to reinforce the requirement that employees meet performance and behavioral expectations and/or behave safely and sensibly on the job.
		2. The University embraces the concepts of progressive and cumulative discipline. Progressive discipline is based on the concept that once an employee has been informed of the

expected behavior and/or performance, when an infraction occurs, appropriate discipline will be administered progressively from minor to major penalties(e.g., reprimands to suspension to dismissal). Violations need not be identical in nature to be cumulative, and, depending on the violation and its severity, it is not required that each step in the discipline process be taken.

Some violations of expected behavior and/or performance may warrant immediate dismissal.

* + 1. University employees are to receive fair treatment in the administering of progressive discipline. This will be accomplished through the establishment of reasonable performance

standards necessary for orderly, safe, and efficient operations and optimum working conditions. Further disciplinary actions shall be administered in a judicious manner that ensures fair and equitable treatment for all employees.

* + 1. Discipline may only be imposed for "just cause", which includes, but is not limited to, negligence, inefficiency or inability to perform assigned duties, repeated and/or gross substandard performance of assigned duties, insubordination, violation of the

provisions of law or University regulations, conduct unbecoming a public employee, misconduct, drug abuse, or conviction of

any crime involving moral turpitude. Disciplinary actions shall be administered in a judicious manner that ensures fair

and equitable treatment for all employees.

* + 1. Disciplinary actions include oral reprimand, written

reprimand, reduction in pay, disciplinary demotion, suspension, and dismissal (reduction in pay and disciplinary demotion are not "steps" in progressive discipline, but are generally equivalent to a suspension).

* + 1. Disciplinary actions may be subject to provisions of the University Grievance Policy.

## UNIVERSITY COMPLAINT AND GRIEVANCE RESOLUTION

### OBJECTIVE AND PURPOSE

The purpose of this regulation is to establish and maintain a process which provides for the equitable resolution of complaints, misunderstandings, and issues for University employees not covered by a collective bargaining agreement.

* 1. DEFINITIONS:
		1. Complaint – A complaint is an expression of dissatisfaction or concern related to a workplace situation. It does not apply to allegations of discrimination or sexual harassment as other processes are available to address such issues.
		2. Grievance - for the purpose of this regulation, is the allegation by an employee that:
			1. A term(s) and/or condition(s) of his/her employment is unjust or inappropriate;
			2. A University regulation, policy, or procedure has been:
				1. wrongfully applied to him/her;
				2. applied to him/her in a manner that violates the regulation, policy, or procedure; and/or
			3. a disciplinary action is inappropriate.

### STATEMENT OF REGULATION

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

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

### DEFINITIONS

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

### OVERVIEW OF PROCESS

* 1. 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
	2. 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.
	3. Limitations:
		1. Employees shall not have the right to file grievances concerning the following:
			1. Performance evaluations (unless it is alleged that the evaluation is based on factors other than performance)
			2. Administrative leave
			3. Voluntary reductions in pay
			4. Voluntary demotions
			5. Oral or written counseling
			6. Removal of pay additives
			7. Correction of overpayment
			8. 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:
			1. performance evaluations alleged to be based on factors other than performance
			2. layoffs from established positions
			3. non-disciplinary matters
			4. reprimands
			5. actions that do not involve a substantial interest
1. Except for employees without regular status and temporary administrative employees, a grievance filed by any employee for disciplinary actions that involve a suspension without pay, involuntary reduction in pay, involuntary demotion, or dismissal, or for other matters involving a substantial interest, may be processed after the waiver or completion of the informal resolution process to Step 1 review.
2. Employees without regular status may only file a grievance for non- disciplinary matters if they believe they have been directly affected by an act or omission of the University in applying any policy or regulation.
3. The following employees do not have a right to grieve termination:
	1. Non-regular employees
	2. Administrative employees when their appointment ends after they have received a written notice of non-reappointment or have received a written notice upon appointment that employment will cease on the date indicated with no further notice of cessation of employment required
	3. Employees who voluntarily resign from employment with the University
4. Claims of illegal discrimination are to be filed in accordance with the University’s policies/procedures on discrimination and will be processed through the University’s Office of Equal Opportunity Programs. Any grievance or part of a grievance that makes allegations of discrimination or violation of the University’s equal opportunity policies will not be processed under this procedure.
5. If the University fails to respond to a grievant in writing within the specified timeframe, either during the informal resolution process or

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

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

### COMPLAINT PROCESS

* 1. Resolution of a Complaint
		1. Efforts to resolve a complaint shall be done in an informal manner between an employee and his/her immediate supervisor.
		2. If the matter cannot be resolved between the employee and the immediate supervisor, the employee should take the complaint to the next higher level supervisor.
		3. If the matter cannot be resolved with the next level supervisor, the employee should take the complaint to the department head.
		4. The Director of Human Resources may be consulted at any point by the employee and/or any level supervisor to assist in the resolution of the complaint.

### GRIEVANCE PROCEDURE

* 1. Requirements for Filing a Grievance
		1. A grievance must be filed in writing on the University Grievance Form and must be signed and dated by the grievant and submitted to the Office of Human Resources within 30 days after the date he/she becomes aware of the incident, act, or omission that is the basis for the grievance.
		2. The grievance must contain a written statement must be a factual description that includes the following:
			1. the incident, act, or omission that the grievant alleges is the basis for the grievance, including date(s) of occurrence;
			2. which University regulation, policy, or procedure has been violated, if any;
			3. names and contact information of witnesses or those who have direct knowledge of the alleged incident, act, or omission;
			4. what the grievant is asking to resolve the matter or remedy the situation; and,
			5. if applicable, justification for the grievant’s request to waive the mandatory informal resolution process.
		3. Other documents that the grievant believes support the grievance may be attached.
		4. If a grievant fails to file the grievance by the deadline, sign/date the University Grievance Form, and/or include all of the required information, the University will be under no obligation to process the grievance, and the grievant will be notified by Human Resources that the grievance will not be processed.
	2. Step 1 - Informal Resolution Process
		1. By filing a grievance at Step 1, the grievant agrees to participate in a mandatory 30-day informal resolution process, to be conducted in accordance with University guidelines, beginning with the date the grievance is filed in the Office of Human Resources. For non-unit Faculty the grievance shall be filed in the Office of Academic Affairs.
		2. The Office of Human Resources or Academic Affairs representative will, within 3 days of receipt of the grievance:
			1. Notify the administrative head of the grievant’s department that the grievance has been accepted.
			2. Provide him/her with a copy of the grievant’s completed grievance form and all attached documents.
			3. Monitor the timeframes for the informal resolution process, or any extension thereof.
			4. 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:
			1. facilitate the informal resolution process;
			2. prepare a report of the outcome of the informal resolution process and attach it to the grievant’s form;
			3. sign/date the grievance report and the Grievance Form in the designated section and obtain the grievant’s signature in the appropriate section;
			4. 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:
			1. 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.
			2. For matters involving a substantial interest, the informal resolution process will be waived by Human Resources, without

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

* + - 1. The 30-day informal resolution process may be extended by mutual written agreement between the grievant and Human Resources. The written agreement will include any stipulations pertaining to the extension.
			2. Under certain circumstances, an indefinite extension of the informal resolution process may be mutually agreed upon.
		1. If the grievance is eligible for Step 2 review, as specified above, the grievance will proceed directly to the Step 2 review if one or more of the following occurs:
			1. The informal resolution process is waived.
			2. The grievant is not satisfied with the outcome of the informal resolution process at the end of the period or extension thereof.
	1. Step 2 – University Review
		1. The Special Assistant for Labor Relations (Step 2 Representative) will meet with the grievant within 14 days after either:
			1. Human Resources or Academic Affairs waives the informal resolution process, or
			2. The end of the informal resolution process or extension thereof.
		2. At the Step 2 University Review meeting, the grievant may present additional information or documents for consideration by the Step 2 Representative. The Step 2 Representative may review and/or use any additional records of the University that may be pertinent to the grievance.
		3. The Step 2 Representative must issue a written decision to the grievant within 30 days after the Step 2 University Review meeting, unless an extension of the deadline is mutually agreed upon. The Step 2 Representative must sign/date the grievant’s grievance form and attach the written decision and a copy of all documents used in reaching the decision. This decision should, at a minimum:
			1. Explain the reasons for the decision.
			2. Reference any documents used in the Step 2 review.
			3. Describe what actions are or are not to be taken by the University and/or employee.
		4. If the grievant is not satisfied with the Step 2 decision and the grievance is eligible for further review, as specified above, he/she may proceed to Step 3 (Administrative Review) within 14 days after receiving the written Step 2 decision.
	2. Step 3 – Arbitration
		1. The grievant’s election to proceed to arbitration constitutes a waiver of any of the procedures, rights, and/or remedies that may be available in any other process.
		2. It is the grievant’s responsibility to file for arbitration in accordance with this procedure, as described below. If a grievant fails to file a request for arbitration on the University Request for Arbitration Form to proceed to Step 3 by the deadline, sign/date the form, and/or include all the information required, the University will be under no further obligation to process the request and will notify the grievant of the reasons why the arbitration will not be conducted.
		3. A grievant may request an arbitration hearing by submitting the request in writing to the Office of the General Counsel, with a copy to Human Resources, within 14 days after receipt of the written Step 2 decision. The grievant must sign/date the University Grievance Form in the designated section and attach the following:
			1. A copy of the Step 2 decision
			2. A copy of all documents associated with the Step 2 grievance
			3. If applicable, a list of the regulations, policies, and/or procedures the grievant believes may have been misapplied in the Step 2 decision
			4. A description of the basis for challenging the Step 2 decision
		4. The grievant may also provide any additional documents that he/she believes support the request.
		5. The parties shall meet within fourteen (14) days after receipt of the executed Request for Arbitration Form for the purpose of selecting an arbitrator from the University’s arbitration panel.
		6. Selection shall be by mutual agreement or by alternately striking names from the Arbitration Panel list until one name remains. The right of the first choice to strike from the list shall be determined by the flip of a coin.
		7. The parties may mutually select as the arbitrator an individual who is not a member of the Arbitration Panel rather than utilizing the procedures in paragraph six (6).
		8. The Office of the General Counsel will coordinate the arbitration date, time, and place with the arbitrator.
		9. In any non-disciplinary matter, or in any non-disciplinary aspect of a case involving multiple issues, the grievant has the burden of proof. In any disciplinary matter, or in any disciplinary aspect of a case involving multiple issues, the University has the burden of proof.
		10. The arbitrator’s authority is to determine whether the University had just cause to impose the disputed discipline. For disputes not involving discipline, whether the action was appropriately taken by the University.
		11. The arbitration will be conducted under the Florida Rules of Civil Procedure to govern the arbitration.
		12. The arbitrator’s decision is binding. Neither party may appeal the arbitrator’s decision except in accordance with Florida law.
		13. In the event a grievant is represented by any employee representative entity, the University and that entity will equally bear any fees and/or costs for the arbitration.
		14. In all other cases, the losing side will bear any such fees and/or costs.

## SEPARATION FROM EMPLOYMENT

### 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.

### STATEMENT OF REGULATION

* 1. **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.

### DISCUSSION OF SEPARATIONS OF EMPLOYMENT

* 1. 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

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

* + 1. Separation During Probationary Period - Employees serving in a probationary period in any position or class may be separated from employment at any time, for any reason. Separations during the probationary period do not require notice and may not be appealed.
		2. Layoff - shall be administered consistent with the following provisions:
			1. Employees may be laid off at any time as a result of adverse financial circumstances;
			2. reallocation of resources;
1. reorganization of degree or curriculum offerings or requirements;
2. reorganization of academic or administrative structures, programs, or functions;
3. curtailment or abolishment of one or more programs or functions;
4. shortage of work; or
5. a material change of duties. The University President shall notify any appropriate employee organizations when layoffs are to take place.
6. Layoffs may be at an organizational level such as a division, college, department, area, program, unit or other level of organization as the University President deems appropriate.
7. In designating the employees for layoff, the University President shall consider the qualifications and

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

1. The University President may make reasonable efforts to locate appropriate alternative/equivalent employment for laid-off employees, where possible.
	* 1. Non-reappointment (Separation With Advance Notice) - Employees, except those noted in number 14 below, may be separated from the University without cause, as long as advance notice or payment in lieu thereof is provided.
		2. Notices of Non-reappointment shall include the last date of employment with the University.
		3. Advance Notice of Separation shall be given in writing as follows for all employees hired after, January 31, 2006:
			1. Non-tenured, non-unit Faculty or Administrative employees in their first two years of employment with the University shall be given 60 days advance notice of separation.
			2. Non-tenured, non-unit Faculty or Administrative employees in their third year of employment or beyond with the University shall be given 90 days advance notice of separation.
		4. Tenure earning non-unit faculty members who, at the end of the sixth year of continuous full-time, or equivalent part-time employment or service, have not been granted tenure, shall be given 12 months advance notice of separation.
		5. Advance of Notice of Separation shall be given in writing as follows for all employees hired before the effective date of this policy:
			1. Non-tenured, non-unit Faculty or Administrative employees in their first two years of employment with the University shall be given six months advance notice of separation.
			2. Non-tenured, non-unit Faculty or Administrative employees in their third year of employment or beyond with the University shall be given twelve months advance notice of separation.
		6. In the event of a break in service from the University for more than 120 days in one full year only service following such break shall be counted for purposes of determining length of service to the University. Approved paid or unpaid leaves shall not be considered a break in service.
		7. An employee who has received a notice of non- reappointment may be reassigned to other duties, responsibilities and locations for the duration of the notice period and shall not be eligible for benefits designated for employees “in good standing.”
		8. An employee who has received a notice of non- reappointment shall not receive any pay increases or bonuses during the notice period.
		9. The University may opt to negotiate a lump sum amount to be paid to the employee in lieu of providing the applicable time as notice of separation.
		10. Separation Without Notice - The following appointments shall be exempt from a notice of non-reappointment:
			1. Visiting, acting, interim or temporary appointments;
			2. Appointments for less than one academic year;
			3. Contracts stating that employment will cease on a specific date where no further notice of cessation of employment is required.
			4. Those funded all or in part\* through “soft” money, e.g., contracts, grants, auxiliary or local funds.
			5. Time-limited appointments
			6. OPS positions
			7. Employees serving in a probationary status.

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

* + 1. Termination for Cause - Employees terminated for cause are not entitled to notice of non-reappointment and may be terminated at any time during an appointment in accordance with this policy.
			1. Just cause includes, but is not limited to,
				1. misconduct,
				2. conduct unbecoming of a University employee,
				3. insubordination,
				4. willful neglect of duty,
				5. incompetence, or,
				6. conviction of a crime, including violation of any Federal or State law.
			2. 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.
		2. 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](http://www.unf.edu/dept/humanres).
		3. Separation Clearance - All persons separating from employment with the University shall return to the University all University property in their possession

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

* + 1. The University reserves the right to subtract any amounts owed to the University or to subtract an amount to compensate for unreturned property from any funds which may be due the employee, (i.e., final pay, leave payoff) and may delay or withhold the issuance of transcripts where applicable.
		2. The employee’s immediate supervisor is responsible for ensuring proper separation procedures are followed and for notifying the Department Head if property or keys are not returned or accounts are not settled.
		3. Final payments to employees shall not be processed without verification that all outstanding accounts are settled.

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

## DEATH OF A UNIVERSITY OF NORTH FLORIDA EMPLOYEE

### OBJECTIVE & PURPOSE

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

### STATEMENT OF POLICY

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

### PROCEDURES:

* 1. When an employee dies, the surviving family members or named beneficiaries may be eligible for certain benefits. The death should be reported immediately to the Office of Human Resources – Benefits Coordinator, ext. 2959 or ext. 2944 so notifications can be made and paperwork started. It is also important to maintain contact with the family and offer assistance; however, **the Benefits Coordinators are the designated contact persons for matters of insurance and other benefits.** Please be sure that all such matters are referred to them for appropriate processing through the various State agencies and benefits providers. The Benefits Coordinators will initiate a checklist to ensure that all matters are addressed in a sensitive and expeditious manner.
	2. EMPLOYEE’S DEPARTMENT RESPONSIBILITIES:
		1. When learning of an employee's death, the employee’s department head should immediately contact the Office of Human Resources Benefits Coordinators and the appropriate vice president with the following information:
			1. The employee's name, title, and department
			2. The nearest relative's name, address, and phone number
			3. The date of death, cause (if an accident, there may be additional benefits due), and city where the death occurred
			4. The employee's last day worked
		2. Prepare Personnel Action Form (PAF) to remove the employee from payroll effective the date of death. The department head may wish to call **the Employee Assistance Program** to provide counseling in the department if the death brings up emotional difficulties for employees.
		3. If the death occurred on campus or while traveling on University business, prepare First Report of Injury form after notifying the Office of Human Resources of the death. The First Report of Injury form must be sent immediately to the Office of Human Resources – Benefits. Any documentation which may have been received, such as police reports, should be included.
		4. Report applicable information, including funeral arrangements, if known, to:
			1. Office of Marketing & Publications;
			2. President’s Office;
			3. Office of the appropriate Vice President
			4. Individuals outside the University who had business or professional contacts with the deceased
			5. Dean of Students if deceased was a matriculating UNF student
		5. If applicable, notify survivors of any personal items, papers, etc., in the department’s possession that were the property of the deceased and discuss how such items are to be handled. If any items of significant value are involved, discuss with the General Counsel before releasing. If applicable, pack and store items in a secure place.
		6. If applicable, and if items of University Property (i.e. equipment, keys, uniforms, etc.) were in possession of the deceased, notify survivors (in writing if necessary) that these items are to be returned to the department. Return keys to Office of the Locksmith.
	3. OFFICE OF MARKETING & PUBLICATIONS RESPONSIBILITIES:
		1. Prepare announcement for Campus Update and Student Update, if applicable.
		2. If deceased is of possible interest to news media, prepare press release for submission to news media.
	4. OFFICE OF PRESIDENT RESPONSIBILITIES:
		1. Notify Chairperson of Board of Trustees if deceased is of possible interest to news media
		2. Send letter of condolence to spouse, dependent, or beneficiary
	5. OFFICE OF HUMAN RESOURCES RESPONSIBILITIES:
		1. Work with the employee’s department and the survivors to obtain an official certificate of death
		2. Notify beneficiaries of applicable retirement, life insurance, and leave benefits entitlements
		3. Notify appropriate retirements system and insurance carriers.
		4. If applicable, approve payroll authorization(s) for final salary and lump sum benefits payments
		5. Coordinate issuance of payments to executor or appropriate survivor(s).
		6. Process final payments owed to the estate of deceased employee according to applicable tax and legal requirements.
	6. EMPLOYEE ATTENDANCE AT FUNERAL OR MEMORIAL SERVICE

Individual college employees and students will decide on their own if they want to attend memorial services or participate in other activities for a deceased employee or retiree. The appropriate level supervisor may grant administrative leave for this time.

* 1. ESTABLISHING MEMORIAL SCHOLARSHIP FUND

In the event the family of the deceased wants to establish a scholarship or memorial fund, the Office of Institutional Advancement should be notified and the Vice President or designee will contact the family and discuss possible options to be considered when establishing a memorial scholarship fund.

## EMAILS

**From:** Campbell, Joann

**Sent:** Friday, December 02, 2005 2:54 PM

**To:** Striar, Brian

**Cc:** O'Neal, Mary; Shuman, Shari; Snow, Marc

**SUbject:** Question about Personnel Policies

Hi Brian: Your questions about the personnel rules were forwarded to me for response. Please be advised that these provisions are no·t applicable to in-unit faculty members - in-unit faculty members are covered by the provisions of the collective bargaining agreement with the United Faculty of Florida.

1. what \_are the specific criteria for determining when and if either of these criteria ("inefficiency" and " gross substandard performance of assigned duties" have been met? There are no specific criteria. The nuances of individual circumstances would dictate the determination. It is not likely the case that "inefficiency" would ever come into play relative to a faculty disciplinary action. Gross substandard performance of assigned duties certainly could be a cause for action. . However, in any disciplinary action, it is the University that has the burden of proof to sustain the action is on the University and any employee for whom discipline was proposed would be afforded due process prior to that action being implemented - i.e., specific notice of the action and the reasons why tlje acUon was proposed, the right to meet with the individual proposing the action, and the ability to provide written documentation into the record.-relevant to the circumstances.
2. Who makes the determination? Only the Provost can make the determination to fire a faculty member.

Obvious that recommendation would be based upon the recommendation often Chair and the Dean.

1. What part do annual evaluations play in these determinations? Annual evaluations certainly would play a part in any extermination to fire a faculty member. ·More specifically, it is highly unlikely that we would prevail in any attempt to fire a faculty member for gross substandard performance of assigned duties if the annual evaluations indicate no significant problems. Same would hold true if we were to move forward to try to terminate someone

for "inefficiency"...: although as I said above, it is not likely the case that "inefficiency" would ever come into play

relative to faculty disciplinary action. The policy covers both out-of-unit faculty and staff, and there may be some staffers for whom inefficiency would be a cause for disciplinary action. That it said, your question is a good one and I will ask that Mary O'Neal, et.al., take it under advisement whether "inefficiency· is overly broad.

Hope this helps clarify. Any additional questions, please don't hesitate to ask. JC

**From:** Shuman, Shari

**Sent** Thursday, December 01, 2005 11:37 PM

**To:** Howell; Stephanie; Snow, Marc; O'Neal, Mary; Campbell, Joan,n

**Cc:** Stone, Karen; Setwatl<a, Tom

**SUbject:** RE: <nosubject>

Joann,

I believe since this is related to faculty issues, you should respond to Brian Striar. Thanks for your assistance. Shari

**From:** Howell, Stephanie [mailto:showe ll@unf.edu]

**Sent:** Thu 12/1/2005 4:04 PM

**To:** Snow, Marc; O'Neal, Mary

**Cc:** Stone, Karen; Shuman, Shari; Serwatka, Tom

**Subject:** FW: <no subject>

Additional questions below from Brian Striar relating to the propose<l Personnel Regulations. Thank you.

Stephanie C. Howell, CP Certified Paralegal

Office of the General Counsel University of North Florida

J.J. Daniel Hall Bldg. 1, Room 2400 4567 St. Johns Bluff Road, South Jacksonville, FL 32224

phone: (904)620-1028 fax (904)620-1044

email: showell@unf.edu

This e-mail may contain confidential or privileged information. If you are not the intended recipient, please advise by return e-mail and delete immediately without reading or forwarding to others.

---- OriginalMessage-----

From: parkpine [mailto:parkpine@comcast.net] Sent Thursday, December 01, 2005 3:51 PM To: Howell, Stephanie

Subject: <no subject>

since you are the person of contact, i have two more questions totally separate from my previous ones. they pertain to the section on reasons for firing faculty. two of them are articulated as I) "inefficiency"and 2) "substandard" performance.

what are the specific criteria for determining when and if either of these criteria have been met, and who makes the determination? what party do annual evaluations play in these determinations?

if not already apparent, my questions arise out of what appears at least to me to be two tenns which are so broad that they , again to me at least, raise questions of due process,not to mention simple clarity and specificity.

----Original Message- ­ From: Snow, Marc

Sent: Thursday, December 01, 2005 6:55 PM To: Striar, Brian; 'parkpine@comcast.net' Subject: FW: from brian striar (l;nglish dept.)

Dr. Striar:

Your question below to Stephanie Howell was referred to me for response. The University has proposed adding the 3-day bereavement leave to allow employees to address issues that unfortunately accompany the death of a relative and other loved ones covered in the leave. I think it is clear that some employees may need more time to attend to the death of an individual covered under the leave section while some may not require any leave at all in such circumstances. For example, some employees may have to travel to another state and spend significantly more time away from work while others may have all of their close family members located in Jacksonville.

Therefore, the benefit was intended to a balance of the needs of University employees and is consistent with what many employers provide employees when employees are attempting to address the loss of a loved one. The benefit was not intended to be a "religious" benefit. Nevertheless, there may be a need for an employee to be out of work for more than 3 days after the death of a relative for matters such as a Shivah. If employees require additional time off from work they are free to request that the University "reasonably accommodate" their religious beliefs. In the event the employee has no available accrued leave time, the request would be reviewed and a reasonable response would be provided to the employee. This is what is required by the applicable non­ discrimination laws and is the route the University would take in addressing such requests.

I hope this answers your questions·. or call me at 2866 .

 Thanks. Marc

However, if you would like to discuss, please drop me an e-mail

P.S. - Your additional questions to Stephanie have been forwarded to Mary O'Neal. I am sure she will take the issues you point out into consideration in making any final edits to the regulations and policies before they are submitted to the trustees.

----Original Message--

From: parkpine [mailto:parkpine@comcast.net] Sent: Thursday, December 01, 2005 12:54 PM To: Ho\'.Vell, Stephanie

Subject: from brian striar (English dept.)

I have read today's update and it said to contact you with any questions about the proposed regulation changes. Sorry, but I have no idea who you are and if in fact you are the correct person to contact. ff not, please pass this on to the correct person.

I am concerned about the proposal re: 3 days' release for a death in the immediate family. I wonder if it violates any laws or statutes regarding religious freedom. Jews are required to spend seven days at home after the funeral of a parent This is literal-Le., they are not simply not supposed to go to work, but they are actually not supposed to leave the house. If a Jew's parent dies, and that parent lives out of town, the bereaved person must first travel to his hometown, have the burial, and the seven days begin immediately after burial. Then the bereaved must take whatever time it takes to travel back to Jacksonville.

Would you please look into this and/or pass it along to whoever is in charge of this, and would you please let me know the outcome.

Thank you.

Brian Striar English Dept.

### Comments on Personnel Program from and Responses to the University Service Personnel Association

**From:** Trotter, Michael

**Sent:** Wednesday, November 30, 2005 3:09 PM

**To:** Trotter, Michael

**Subject:** BLANK.DOC

Good afternoon Mary,

In early November, I sent out an all-usps email with an attachment of the proposed Personnel Program for the University of North Florida. I asked employees to read over the Personnel Program carefully and email all comments and questions to me, no later than noon on 11/30/05 (which is today).

I’ve received several emails regarding the Personnel Program. Listed below are the comments and suggestions about the program. I combined all related comments together. I referenced the content and page numbers in **bold** (just trying to make this as easy as possible for you to review).

**Pre-Employment Requirements (Page 19, Line # 29)** States “All prospective employees may be subject to fingerprinting upon an offer of employment, depending on the offered position.” Why now? We never had to do this before, or did we? This is not a new process. We have suspended it while researching better ways of conducting background checks. We will now be a part of the FDLE VECHS program through Tallahassee which will allow us to request local, state and federal criminal background checks.

**Compensatory Leave (Page 30, Line # 3 and 4) Several** employees think the new program contains a small but significant change that is extremely unfair to certain employees. On page 30 the proposed program states “employees **must use** accrued compensatory leave prior to using **other types** of leave.” The previous plan stated on page 75 (the old program) that “a supervisor **may require** an employee to use all or part of his/her accrued compensatory leave before using **annual** leave.

The new policy will not allow supervisors to use their discretion to make sure their employees are treated fairly and that previous verbal commitments are honored. Also, the new policy will not allow employees to use sick leave if they have any accrued compensatory leave. Compensatory leave is accrued to allow someone to have some leisure time off to compensate them for working extra hours. The employee shouldn’t have to use his/her deferred leisure time for illness. We are codifying our practice. We must use Comp first to be in compliance with FLSA. Comp is to be used immediately just as overtime is to be paid immediately.

The new policy really hits some of the exempt workers the hardest. Unlike non-exempt workers, exempt workers were not paid for their excess compensatory time on the books at the end of last FY. As a result, some the exempt workers are still carrying large balances that they planned on using over a period of years. With this new policy, some exempt workers feel all their earned leave would be lost because they wouldn’t be able to use it and it would all be chopped off at the end of the year (to get down to the 240 hour carryover limit for annual leave). If the rules change in this manner, then exempt workers should have their excess compensatory time paid off the same as was done with the non-exempt workers. That was everybody would be treated fairly. Exempt Support employees will receive payout for their accrued comp and will not lose it. We will work through this process so that they are treated the same as non-exempt in terms of payout.

**Leave Donation (Page 49)** some staff are afraid of the sick leave pool. They believe if they earn leave, they should be able to donate leave to whomever they deem worthy for whatever reason. They feel it shouldn’t be “approved” by HR or any official as it’s their leave to use.

In an effort to protect the privacy of employees and to ensure that donations are made as equally as possible, HR will call for time when it is needed. Employees in need of hours will contact HR so that we can ensure they meet the established criteria.

**Scholarship Program for Spouse/Dependants (Page 58) the** policy, as written, only allows 3 credit hours per semester (which is equivalent to 1 class). Is there any chance there will be more hours added to this program (for your spouse or dependants)? Yes, there is a chance that the hours may be expanded. We will need to do a cost analysis after the first year.

Can an employee (full-time) working at UNF and their spouse take advantage of the Tuition Program (taking courses) at the same time, or is there a limit? If the employee’s spouse is not a UNF employee then the employee would participate in the Tuition Program and the spouse would participate in the Scholarship Program for Spouse/Dependents. If both are employees of the University, they would both participate in the Tuition Program.