



SUBJECT: PERSONNEL	Effective Date: 11-3-14	Policy Number: 7.5	
	Supersedes: Personnel Policies 2006; Policy 7.5 (initially adopted 3-13-09; amended 10-30-09, 8-3-10, 5-9-12; 7-30-13)	Page 1	Of 25
	Responsible Authority: Vice President for Financial Affairs		

APPLICABILITY/ACCOUNTABILITY:

The Florida Atlantic University Personnel Policies should serve as a reference and guide to all non-Temporary employees of the University. Employees designated as Executive Service shall be covered by the Administrative, Managerial and Professional (AMP) policies contained herein unless otherwise specifically provided. Temporary employees are covered only where specified.

POLICY STATEMENT:

01. INTRODUCTION

The provisions of these Personnel Policies are subject to all applicable Federal and Florida laws, rules and regulations. If any policy conflicts with a provision of a collective bargaining agreement or a college administrative policy as approved by the President or designee covering certain employees, the collective bargaining agreement or college administrative policy provision will apply to those covered employees. The University personnel policies are not a contract or a guarantee of employment. Notices referenced herein are effective upon the employee on the date of mailing, e-mailing, or hand delivery by the University or designee, and effective upon the University upon actual receipt by the University's Department of Human Resources. Exceptions to specific policies may only be made with the written approval of the President or his or her designee.

02. RECRUITMENT AND SELECTION OF EMPLOYEES

A. Recruitment Process

1. Positions will normally be posted and advertised to the University community and the public in order to recruit eligible candidates. Positions, other than Temporary, must first be established before being posted. Postings must indicate at least the minimum education and work experience qualifications, based upon the particular job title, position class code and position description.
2. The President, Provost or applicable Vice President may elect to waive the requirement to post a vacant position and/or utilize a search committee by providing written notice to the Equal Opportunity Programs Office and the Employment Unit of Human Resources.
3. Departments may elect to designate postings as “FAU Departmental or Divisional Promotional Opportunity” allowing only current department or division employees to apply, or “University Internal Promotional Opportunity”, allowing only current FAU employees to apply. In all cases, employees must meet the minimum qualifications for the position, have satisfactory performance, have successfully passed a probationary period if applicable, and be employed a minimum of six months with the University.
4. All new employees must have a background check prior to the offer of employment. Current employees who have been offered a position in a different Division than the one in which they currently work, must have a background check only if they have not had one within the last year. Individuals converting from student employment positions will be subject to a standard background check. Any former employee with 1 year or more break in service must undergo a new background check prior to re-hire.

Positions with specific fiduciary responsibilities may require a credit check prior to employment.

Positions which have been determined by the President, a Vice president, or the Provost to include special trust or responsibility, or a sensitive location, may require level 2 screening standards, including fingerprinting, in accordance with Florida Statutes.

5. Positions that are specifically flagged for a background check requirement, a driver’s license requirement, or other special licenses or certifications, must indicate this in the posting and these requirements will be applied to both new and existing employee applicants.
6. Postings close at midnight, Eastern Standard Time, on the deadline date indicated through the online application system. Search Committees will be established for all posted AMP positions at the level of Assistant Director or equivalent and above, to assist in the selection of the most qualified candidate for

the position. Each Search Committee must be approved by the Office of Equal Opportunity Programs prior to convening the committee.

7. Qualified applicants are those who meet the minimum qualifications contained in the class specifications and the additional competencies required for the specific position unless appointments are with emergency, provisional, or trainee status. Employees who have been terminated for cause, who have abandoned their position, or who resign in lieu of termination, are not eligible for re-employment.
8. All candidates offered positions with the University will have their education verified to ensure they meet the minimum qualifications for their position. Official verification documentation must be received prior to start of employment. New employees with foreign education credentials must provide a translation and equivalency from a National Association of Credential Evaluation Services (NACES) accredited independent evaluation service. Failure to provide appropriate documentation by official start date may result in loss of the employment opportunity.
9. Florida Atlantic University shall comply with all State and Federal laws regarding Veterans' Preference.

B. Employment Applications. Applications will only be accepted for positions that are posted and advertised. Incomplete employment applications will not be accepted. Applications are received on a per posting basis and will remain in effect for the duration of the specific posting. Florida Atlantic University accepts only electronic applications submitted through our job opportunity website. Applications submitted via paper, fax or e-mail will not be considered.

C. Required Documentation for New Employees. In order to ensure compliance with Federal and State law, all employees hired to work at Florida Atlantic University must sign specific documents on or before the employee's first day of work.

03. EMPLOYEE APPOINTMENTS

The information specific to each employee's appointment will be detailed in writing on a Personnel Action Form (PAF) and placed in the Human Resources File. Out of unit Faculty, Administrative, Managerial and Professional (AMP) and Support Personnel (SP) employees will receive a letter of offer which will specify the details of the employment appointment. The appointment classifications below apply only to non-faculty. Faculty appointment types shall be determined by the Provost. All appointments of 1.0 FTE are considered full time. Appointments of less than 1.0 FTE are part time. Appointments may be designated as 12, 10, or 9 months, as either full time or part time.

A. Regular - An employee hired into an established position on a continuing basis. Support Personnel serve an initial probationary period. Employees will continue their employment unless they are issued a Notice of Separation, are terminated for cause, or are separated for any other reason pursuant to University regulation, policy or applicable collective bargaining agreement.

- B. Probationary** - Support Personnel (SP) hired after implementation of this policy into an established position will serve a six month probationary period commencing with the employee's date of hire. The probationary period reflects the first six months of employment and is not tied to a specific classification or position. If an employee is on an approved leave of absence for more than one month, the probationary period may be extended accordingly. Probationary employees may be terminated at any time without cause, and without right of appeal. An employee must successfully pass the initial probationary period for continued employment. No further probationary periods will be served, regardless of future changes in position for all SP employees other than those in Law Enforcement classifications. However, the probationary period may be extended up to an additional six months at the request of the supervisor. The total length of time for the probationary period may not exceed one year. Law Enforcement employees in the classifications of Officers, Corporals and Sergeants have a one year probationary period in each of these classifications.
- C. Interim** – A current AMP or SP employee assigned to a different established position for a limited time period. Interim employees maintain the status designation of a Regular employee. Upon the selection of a regular appointment to the position, the employee will return to his/her previous position. Interim employees retain all rights associated with regular employees.
- D. Time Limited** - All appointments to positions funded by contracts and grants, sponsored research, local funds or any other non-recurring funds.
- E. Acting:** A new employee hired into an established AMP or SP position for a limited time period is considered Acting. A current employee who accepts a position with Acting status will no longer be designated a Regular employee and may or may not return to his/her previous position as determined by the University. Departments hiring an employee in acting status must begin the search process within 60 days and complete the recruitment within 120 days, except if hired as Emergency, Provisional or Trainee. Exceptions may be made for certain grant positions, due to limited time frames. Other exceptions may be made by the President or designee. The initial appointment and subsequent Personnel Action Forms should include the statement, "This appointment is temporary and terms and conditions shall end, and this appointment will terminate, upon the selection of a regular appointment to this position. No further notice of cessation of employment is required." An employee hired as Acting may be further defined as:
1. **Emergency** - An appointment for no more than three months when a vacancy must be filled immediately due to an emergency. Such appointments may be made without regard to the employee's training and experience.
 2. **Provisional** - An appointment of a person not fully qualified, but who is expected to acquire such qualifications within a period of time not to exceed three months. This time period may be extended, and will be evaluated on a case by case basis, when additional time is necessary to obtain required licenses or certifications. Continued employment is contingent on acquiring the qualifications within the specified time period.

3. **Trainee** - An appointment to a law enforcement position prior to receiving a Certificate of Compliance. The employee must, within 180 days following such appointment, be actively enrolled in the training program to obtain the certificate. Trainee status is also used when the appointment is under a cooperative education program, a vocational rehabilitation program, an approved university training program, or an apprenticeship program.
 4. **Emergency, Provisional and Trainee appointments** may be below the minimum of the pay range, but shall be increased to at least the minimum of the pay range when the employee fully meets the requirements of the position.
- F. **Visiting** – An AMP or SP appointment of a person having professional qualifications, when either the person or the position is not expected to be available for more than a limited period of time.
- G. **Emeritus** – An honorary title which may be conferred at retirement in recognition of distinguished service.

04. **COMPENSATION**

This section applies to all Administrative, Managerial, and Professional (AMP) and Support Personnel (SP) employees.

A. **Pay Ranges and Pay Standards:**

1. AMP and SP employees will be paid at least the minimum of the pay range and no more than the maximum of the pay range unless approved by the President or designee except in the case of a provisional, trainee, or emergency appointment.
2. Pay increases and/or bonuses of any type for employees on leave without pay will not be effective until the employee returns to active pay status and it will not be retroactive.
3. Employees paid from contract and grant, auxiliary, or local funds shall be eligible for pay increases provided such increases are permitted and funded by the funding entity.
4. Increases will be effective no earlier than the first available payroll begin date after documentation is initiated. Increases will not be awarded retroactively unless approved by the President or designee.
5. When an employee is placed into a new position on a temporary assignment an increase may be awarded; however, upon return to his/her original position, the pay may be re-adjusted.

6. A temporary pay increase may be granted when an employee assumes duties outside of their regular duties for a limited time. Upon return to their original duties, the pay will be re-adjusted.

B. Pay Upon Original Appointment

1. Pay upon original appointment shall be made within the pay range unless one of the following exceptions is approved by the Department of Human Resources:
 - a. A provisional appointment for applicants not meeting the minimum qualifications of a position may be below the minimum of the pay range. Pay shall be increased to the minimum of the pay range upon the employee attaining the minimum qualifications for the classification.
 - b. A trainee appointment may be approved below the pay range.
 - c. An emergency appointment may be approved below the minimum of a pay range for no longer than ninety (90) days.
2. Pay upon original appointment above the minimum of the pay range will be approved under the following guidelines:
 - a. *AMP Positions.* Appointments may be made above the minimum of the pay range assigned to the position commensurate with the requirements of the position and the candidate's qualifications.
 - b. *SP Positions.*
 - i. Appointments up to 30% above the minimum of the pay range are acceptable. The hiring department is responsible for ensuring that salaries are commensurate with the candidate's qualifications and for maintaining salary equity within their unit.
 - ii. Appointments more than 30% above the minimum of the pay range but within the pay range, must be sent to Human Resources for review and approval and must be accompanied by a written justification of the applicant's qualifications and/or documented special circumstances (i.e. recruitment difficulties or unique skills/abilities of applicant). Salary equity may also be a factor in granting approval.

C. Promotions:

1. *SP Employees.* Promotion is defined as when an employee moves from one position to another position that is in a higher pay grade; or is reclassified to a classification in a higher pay grade. Employees may receive an increase up to 25% above their current salary or up to 30% above the minimum of the new pay grade with a total increase not exceeding \$20,000. Increases of more than 25% above the employee's current salary or for more than \$20,000 will be reviewed by Human Resources, and will be considered for approval by the Vice President of Financial Affairs. If the promotion is the result of an open recruitment, the employee may be offered a salary within the posted range without Vice President approval.

2. *AMP Employees.* Promotion is defined as when an employee moves from one position to another position that is in a higher classification level (regardless of pay grade); or is reclassified to a higher classification level (regardless of pay grade), for example, Coordinator to Assistant Director. Employees may receive an increase commensurate with the scope and responsibility of the new position or classification. Increases in excess of \$20,000 must be reviewed by Human Resources and considered for approval by the Vice President for Financial Affairs. Equity within the University and/or the Unit should be considered when making salary decisions. If the promotion is the result of an open recruitment, the employee may be offered a salary within the posted range without Vice President approval.

D. Lateral Assignment:

1. *SP Employees.* A lateral assignment is defined as when an employee moves from one position to another position that is at the same pay grade regardless of position class code or change in salary. Lateral assignments may include a change in pay if higher level work within the pay grade is documented and approved through Classification and Compensation. Once documentation is reviewed and approved for an increase, an increase may be awarded within 30% of the minimum of the pay range; or, up to 25% above the employee's current salary, not to exceed \$20,000. Requests for increases beyond those parameters will be reviewed by Human Resources, and with additional documentation of increased scope, level of responsibility, or duties, will be considered for approval by the Vice President for Financial Affairs. If the lateral assignment is the result of an open recruitment, the employee may be offered a salary within the posted range without Vice President approval. If the employee is going to have a reduction in salary when making a lateral move, the employee must be aware of the reduction in advance, and sign a salary reduction acknowledgement form.
2. *AMP Employees.* A lateral assignment is defined as when an employee moves from one position to another position that is within the same classification level (regardless of pay grade). The employee's salary may go down, remain the same, or increase. Increases in excess of \$20,000 must be reviewed by Human Resources and considered for approval by the Vice President for Financial Affairs. Employees being reclassified or moving to another position or classification at the same level, may receive an increase in salary as long as the duties and functions are higher in scope and responsibility and within the classification level as documented on the position description. If the lateral assignment is the result of an open recruitment, the employee may be offered a salary within the posted range without Vice President approval. If the AMP employee is going to have a reduction in salary when making a lateral move, the employee must be aware of the reduction in advance, and sign a salary reduction acknowledgement form.

E. Demotions:

1. *SP Employees.* A demotion is defined as when an employee moves from one position to another position in a lower pay grade or is reclassified to a classification that is in a lower pay grade as a result of performance or disciplinary action. Demotions require intervention from Employee Relations. The employee's salary

may or may not be reduced but all salary reductions should fall within the salary range of the classification. Any action that results in a demotion should be documented.

2. *AMP Employees.* A demotion is defined as when an employee moves from one position to another position in a lower classification level (regardless of pay grade) or is reclassified into a new classification that is at a lower classification level (regardless of pay grade) as a result of performance or disciplinary action. Demotions require intervention from Employee Relations. The employee's salary may or may not be reduced but all salary reductions should fall within position's pay range and should be documented.

F. Recruitment Job Change

1. *SP Employees.* Recruitment Job Change is defined as when a employee applies for and is offered a recruited position which is in a lower pay grade than the employee's current position. This is not a demotion. The employee may be offered a salary within the posted range without Vice President approval.
2. *AMP Employees.* Recruitment Job Change is defined as when an employee applies for and is offered a recruited position which is classified at a lower level (regardless of pay grade). This is not a demotion. The employee may be offered a salary within the posted range without Vice President approval.

G. Salary Increases

1. **Board or Legislative Increases.** The Board of Trustees and/or the Legislature of the State of Florida may award salary increases. Increases are awarded in accordance with guidelines determined at the time of award.
2. **Special Pay Increases.** In addition to increases awarded by the Legislature and the Board of Trustees, Special Pay Increases may be granted to AMP and SP employees upon request when specific criteria and or conditions exist. Special Pay Increases will not be used in situations where a reclassification is appropriate. All Special Pay Increases must be approved by the Provost or Vice President, and by the President, or designee, when the requested increase is for a direct report to the Provost or Vice President.
 - a. **Acceptable Criteria for Awarding a Special Pay Increase:** Special Pay Increases will be considered on specific criteria; however, department structure, unique circumstances, specialized skills required, and exceptional experience may be additional factors in determination of approval. One of the following criteria must be chosen for consideration and supporting documentation must be included as specified for each criteria:
 - i. Assignment of Additional Duties or Responsibility - Permanent assignment of additional duties that would not require a change in classification.

ii. Superior Performance - Situations where there is documented sustained superior performance. Employee must have an Exceeds or Outstanding overall rating on the most recent appraisal. The employee must have successfully completed six months of employment with the University and have a discipline-free work record with no appraisals rated "Needs Improvement" or "Below Standards", within the last 6 months. If no appraisal is on file, or if the employee has had an appraisal in the last six months rated below an "exceeds", documentation must be included specifying superior performance for the last six months.

iii. Market Conditions

1. Counteroffer - Job offers from external entities may be considered as criteria if in the best interest of the University. The employee's department should submit documentation of original offer which is being countered.
2. Retention - Situations where market conditions are documented to be significantly higher than the current salary.

iv. Salary Compression or Equity - Situations where salary inequity may have developed within the same or comparable classifications or a work unit.

v. Career Development/Training - Situations where there is documentation of successful completion of an approved career development program and/or an approved training/certification program. Approval of the program will be based on the needs of the department and whether or not financial recognition of the employee's successful completion of the program is in the best interests of the University.

vi. Other - Consideration will be given for unique, appropriately documented situations that do not meet any of the above criteria.

b. Criteria for Special Pay Increase Pay Amounts: Special Pay Increases are limited to the maximum of the applicable pay range and are subject to the availability of funds. Special Pay Increases may be approved up to the greater of 30% above the pay grade minimum or up to 25% above current annual salary and will not exceed \$20,000 annually. Proposed increases in excess of these limits must include additional written justification and the approval of the President, applicable Vice President, or Provost.

c. Criteria for Special Pay Increase Frequency: Special Pay Increase requests may be approved once within a 12 month period. Exceptions will be considered with written justification for the exception included with the criteria documentation submitted.

H. Lump Sum/Bonus – Lump Sum/Bonus payments may be requested when there is successful completion of a special project, attainment of established goals, or to recognize a specific achievement or assignment of significance. Bonuses may be granted consistent with the provisions of a current employment contract. Bonuses and lump sum payments shall be considered nonrecurring compensation and the amount will not be included in the compensation upon which State retirement benefits are

calculated. Lump sum payments and bonuses will be subject to tax and FICA withholding as required by law. Payment shall not exceed 15% of employee's annual salary or \$5000, whichever is greater, unless approved by the President or designee.

I. **Pay Additives** - At the discretion of each department, pay additives may be added to a SP employee's salary in the following situations:

1. **Leadworker** - A position may be designated as a Leadworker when it is assigned lead responsibilities including assignment of duties and ensuring completions of assignments over a minimum of three positions of lesser or equal pay grade level but is not designated as a direct supervisor having no responsibility for hiring, firing, discipline, approval of leave, and employee evaluation. A position designated as a Leadworker may have a pay additive added to the employee's salary equal to 5% of his/her salary.
2. **Shift Differential** - A shift differential up to 10% may be added to an employee's salary if the employee is routinely required as a part of his/her job to work the majority of the time between the hours of 6:00 P.M. and 6:00 A.M.
3. **On-Call Pay** - Compensation will be made in the amount of one dollar (\$1.00) for each hour the employee is required to be on call. On Call pay is not compensable for purposes of computing overtime, however, if called back to work, travel time to and from work is compensable for computing overtime.
Call Back Pay - If an employee is called back to perform work beyond the employee's scheduled hours of work for that day, the employee shall be credited with the greater of the actual time worked, or a minimum of two hours, including travel time to and from work, which is compensable time for computing overtime.

J. **Perquisites/Sales of Goods and Services/Moving Expenses**

1. **Perquisites** - Defined as those goods or services that may be given to, used by, or provided at reduced cost to employees that are essentially additional compensation above and beyond the employee's regular pay or reduce the employee's normal personal expenses. Typical perquisites include low or no rent housing, utilities, uniforms, and non-professional certification or licensure. Provision of such items shall be job or class related and documented to demonstrate that approval is in the best interest of the University. Safety items provided for every employee (i.e. goggles, gloves) that remain property of the University are not considered perquisites. Safety items that are customized to an individual employee (i.e. police uniforms, safety boots) are perquisites. Employees may be required to return items approved by perquisite upon leaving the University.

2. **Sale of Goods and Services** - Sale of goods and services to employees must be approved unless sales to employees are at the same rate as they are ordinarily sold to the public.

3. **Moving Expenses** - Employees may be reimbursed for moving expenses but reimbursement is limited to the cost of packing, shipping, and storage of household

goods not to exceed 15,000 pounds, and reasonable expenses incurred for moving an automobile.

05. EMPLOYEE BENEFITS

Employees are eligible to participate in all state-sponsored insurance and retirement benefits.

In addition, Florida Atlantic University has established a health insurance stipend program for eligible employees in a documented same-sex domestic partner relationship. The program is designed to assist in defraying the cost of health insurance for a same-sex domestic partner.

06. PERFORMANCE APPRAISALS

- A. Support Personnel (SP) employees will receive a Probationary Appraisal at the completion of the probationary period.
- B. All Administrative, Managerial and Professional (AMP) employees, and Support Personnel (SP) employees will receive an annual performance appraisal. The employee's first annual appraisal will be due one year from his or her first day of regular employment at the University. All subsequent appraisals will be due one year from the date of the previous appraisal.
- C. Employees will receive one of five (5) ratings:
 - (O) Outstanding**
 - (E) Exceeds Expectations**
 - (A) Meets Expectations**
 - (N) Needs Improvement**
 - (B) Below Standards**
- D. The Appraisal Notification Report in "e-print" is always available and is updated each month. This report allows supervisors to view the appraisal dates for all SP and AMP employees in the department.
- E. All appraisals for SP and AMP employees must be completed with a rating, and must be signed and dated by the immediate supervisor and the higher level supervisor, if applicable. The employee shall have the opportunity to sign the final appraisal.
- F. All appraisals will be due at the end of the appraisal period. The actual completion date is the date the appraisal is given to the employee. Annual appraisals will cover the 12 month period immediately prior to the completion date of the appraisal. Therefore, appraisals completed late, after the end of the appraisal period, will be accepted, but the appraisal will only cover the preceding 12 months.
- G. When a supervisor determines at the end of the appraisal period or at any time during the appraisal period that an employee is consistently performing assigned duties in a substandard or incompetent manner, the supervisor should complete a performance evaluation with an overall rating of Below Standards. If an employee

receives an appraisal with a Below Standards rating, the supervisor must include justification for the rating and an explanation as to how the employee can bring his/her overall performance up to at least a Meets Expectations rating. The employee will be given up to 60 days from the date that the Below Standards appraisal was issued to bring his/her performance up to a Meets Expectations level. A special appraisal should be completed by the supervisor following the 60 day period, unless an extension is approved by Human Resources. If the employee's performance remains below standard during the follow-up period, the supervisor shall complete the appraisal with an overall rating of Below Standards, document the justification for the rating, and may request that the employee be terminated for cause. At the supervisor's discretion, the employee may be given up to an additional 60 days to reach a satisfactory "Meets Expectations" level, but only if the employee has shown considerable effort to improve and is now rated as Needs Improvement; or the employee may be offered a vacant position in a different class, but only if this is deemed to be in the best interests of the University. If a follow-up appraisal has not been completed by two weeks after the end of the 60 day period, the appraisal will default to Meets Expectations, unless a justifiable extension has been approved.

- H. An employee who receives a Below Standard appraisal, and a rating of Meets Expectations on the follow-up special appraisal, must maintain a continuous satisfactory level of performance. If that employee's performance reverts back to Below Standards within six (6) months after completion of the latest special appraisal, the supervisor must document the substandard performance on another special appraisal. No additional follow-up periods will be required and the supervisor may request that the employee be terminated for cause.

07. HOURS OF WORK

Each employee is expected to work the number of hours in the employee's established workweek unless on approved leave. The minimum workweek is 40 hours for full time employees. Each full time SP employee will take a lunch period of either one half hour or one hour depending on the employee's assigned work schedule. For each four hours of scheduled work, SP employees may be permitted a 15 minute rest period. A rest period may not be used to arrive to work late, leave work early, extend the lunch period or be combined to form one half hour rest period. SP employees must complete a time sheet or time card each pay period and sign the document to verify its accuracy.

- A. Overtime.** Support Personnel (SP) employees are designated as non-exempt by the Fair Labor Standards Act (FLSA). SP employees whose actual hours of work in the established work week exceed 40 hours will earn either overtime pay or overtime compensatory leave. All overtime must be authorized in advance by the supervisor. However, in all circumstances, non-exempt employees are required to accurately report all work time to the University. The maximum amount of overtime compensatory leave that may be accrued is 120 hours. All overtime earned in excess of that amount must be overtime pay, until the overtime compensatory leave balance is reduced. Unless otherwise specified by a collective bargaining agreement, holiday pay and paid leave are not considered work hours and are not counted towards overtime calculations. Overtime shall be calculated at the rate of one and one half times the total hours worked beyond

40. Temporary non-exempt employees will earn overtime pay when actual hours of work in the established work week exceed 40.

B. Flex Schedules. The President, Provost or Vice Presidents may elect to offer an alternate, flexible work schedule to employees in their divisions where operationally feasible, and may authorize their respective Deans and Directors to do so. If offered, employees will be presented with one or more alternate flex schedules to choose from and each employee that decides to accept an alternate flex schedule must commit in writing to one of the choices. Flex schedules may be discontinued at any time by the approving authority.

C. Reduced Schedule. During the summer months, from the end of the Spring semester until the start of the Fall semester, the President, Provost or Vice Presidents or their designees, may elect to offer employees the opportunity to: work a reduced work schedule; take a period of extended leave without pay; or take a period of extended leave using intermittent leave with pay. If so offered, with the written agreement of the applicable Dean/Director and the employee, the employee can choose one of these options, which will remain in effect during this period of time. The employee's FTE will remain the same, and leave without pay and/or an agreed upon number of hours of intermittent leave with pay will be used for the hours not worked each week. Employees will return to their regular, established work schedule with the start of the Fall semester.

The President, Provost, Vice Presidents or their designees may offer reduced work schedules at other times of the year for limited durations (not to exceed three months) where operationally feasible. Reduced schedules beyond three months in duration require a corresponding reduction in the employee's FTE.

D. Holidays

1. All State holidays shall be observed as officially designated University holidays. All employees in established positions who are in active pay status for that pay period will be paid for all official holidays based on the number of regularly scheduled work hours for the day of the observed holiday. For example, an employee who regularly works 10 hours on the day of the week that the holiday falls, will be paid for ten hours on the holiday. Employees on an extended approved leave without pay for medical leave, parental leave, or military leave, will earn 8 hours of holiday compensatory leave. (See below)
2. Additional holidays may be designated by the University President.
3. If a State or University holiday falls on an employee's regularly scheduled day off, employees who have a regular, approved work schedule of more than 8 hours will earn holiday or special compensatory leave, based on the number of regularly scheduled work hours for the day of the observed holiday. As an example, an employee works four 10 hour days each week, with a regularly scheduled day off on Friday. If a holiday falls on Friday, the employee will earn 10 hours of holiday or special compensatory leave.

4. The last day of employment for an employee who resigns from FAU effective on the day of an established or designated holiday, will actually be the last day of work just prior to the holiday.

E. Compensatory Leave

1. **Holiday Compensatory Leave.** Holiday compensatory leave applies to all pay plans except those paid from OPS funds, and must be used by the end of the fiscal year or be forfeited. It cannot be converted to cash nor will it be paid out upon separation from the University. If the University President has designated an additional University holiday, SP employees will earn holiday compensatory leave when the employee observed the holiday and worked up to 40 hours the week during which the holiday occurred; the holiday falls on the employee's regularly scheduled day off; or the employee is required to work the holiday. AMP employees will earn holiday compensatory leave if required to work the day of a State holiday or specially designated University holiday. Employees on an extended approved leave without pay for medical leave, parental leave, or military leave, on the day of a State holiday, will earn 8 hours of holiday compensatory leave.
2. **Special Compensatory Leave.**
 - a. Special compensatory leave is provided to compensate an SP employee for an official university holiday when the employee observed the holiday and worked up to 40 hours the week during which the holiday occurred; the holiday falls on the employees regularly scheduled day off; or the employee is required to work the holiday.
 - b. Special compensatory leave is provided to compensate an SP employee when the employee actually worked up to 40 hours during a week in which the employee also used annual leave, sick leave, the personal holiday, observed an official state or University holiday, served jury duty or was summoned for a court appearance; and when an employee is required to perform essential duties during an emergency closing, for the hours worked during the closing. Any hours actually worked in excess of 40 hours will be overtime.
 - c. The President or designee may elect to pay an employee for a part or all accrued special compensatory leave at any time. If the employee separates from the University, the employee shall be paid for all unused special and overtime compensatory leave at the employee's regular rate of pay.
 - d. Employees who change to a new position in a new department, may be required to cash out up to 100% of their existing overtime and special compensatory leave balance, or use that leave prior to starting the new position, at the discretion of the Director of the new department.

F. Personal Holiday. All AMP and SP employees will earn one day of Personal Holiday each fiscal year. The Personal Holiday will be available at the start of the pay period following the employee's first thirty (30) days of employment. The personal holiday must be used by June 30 each year or be forfeited. Personal holidays must be used as a full day, based on the number of regularly scheduled work hours for the day, and cannot be taken on an hour for hour basis. Personal holidays cannot be accrued and unused personal holiday time will not be paid out upon termination of employment.

G. Annual Leave. Full time employees shall earn annual leave in accordance with the following guidelines, unless subject to a college administrative policy or as designated by the President or designee. Part time accrual will be proportionate to the full time equivalent. Accrual is proportionate to the time in pay status. A 9 or 10 month Faculty employee shall not accrue annual leave unless in a position where an exception applies. Hours of accrual for SP employees is based on years of continuous service at Florida Atlantic University.

	<u>Accrual per Pay Period</u>	<u>Year End Maximum</u>	<u>Maximum Payout</u>
<u>Faculty</u>	6.77 hours	352 hours	352 hours
<u>AMP</u>	6.77 hours	352 hours	352 hours
<u>Executive Service</u>	9.20 hours	480 hours	480 hours
<u>SP: (based on years of service)</u>			
0-5 years	4.00 hours	240 hours	240 hours
5-10 years	5.00 hours	240 hours	240 hours
10 years and over	6.00 hours	240 hours	240 hours

1. Annual leave shall be accrued prior to use unless annual leave is advanced with the approval of the President or designee. Annual leave usage must be approved in advance by the supervisor, unless the leave is used for medical absences or emergencies, which the supervisor may require the employee to document. Annual leave may not be used by any FAU employee during a furlough unless special approval is granted by the President or designee.
2. The University has the right to require the use of annual leave. In cases where the use of annual leave is required, departments will make every effort

to rearrange work schedules to accommodate the needs of both the department and the employee.

3. Employees may continue to 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 sick leave on an hour-for-hour basis in the first pay period in January of each year.
4. A break in service is defined as being re-employed at FAU after more than thirty (30) days have elapsed from the date of termination. Employees hired at FAU with no break in service from another State University, or State College within our service area, may bring up to a maximum of 40 hours of accrued annual leave to FAU. Service at another State University will not count as years served for accrual or payout purposes. If the transfer of leave or date of service is a recruitment issue, the maximum amount of hours or service date can be waived by the President or designee.
5. An employee who separates from employment shall be paid for all unused annual leave hours up to the maximum payout allowed for the pay plan, unless otherwise specified in the employment offer letter or as agreed to in writing between the University and employee. Also, if the employee is subject to a college administrative policy, the college policy payout provisions shall apply. Once the maximum payout has been paid, no further payouts may occur regardless if reemployed. Support Personnel employees must successfully complete the probationary period in order to receive an annual leave payout. No employee who has been terminated for cause, been separated due to job abandonment, or who has resigned in lieu of termination is entitled to the annual leave payout unless authorized by the President or designee. Upon re-employment by the University within thirty (30) days or upon rehire by the University within one year following layoff, all unpaid annual leave shall be restored and any annual leave paid at the time of separation shall be fully or partially restored upon repayment. Upon entering into the Deferred Retirement Optional Program (DROP), employees may elect to be paid up to the maximum payout of their unused annual leave.
6. Upon transfer from an annual leave-accruing position to a non leave-accruing position, the employee shall be paid for unused annual leave, up to the maximum allowed, unless the employee elects to retain all unused annual leave. At the time that the leave is paid, it will be paid out at the rate of pay effective at the time of the position transfer.

H. Sick Leave

1. Sick leave is authorized for the following purposes:
 - a. 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.

- b. The illness, injury, appointments with health care providers, or death of a member of the employee's immediate family following the use of bereavement leave. Immediate family is defined as spouse, qualified domestic partner, child, spouse of child, stepchild, foster child, parent, stepparent, grandparent, grandchild, or sibling of the employee or employee's spouse or qualified domestic partner.
2. Employees must notify the supervisor of any absence for illness, injury or exposure to a contagious disease at the start of the normal work day. All other absences must be approved in advance.
3. Supervisors may require that employees who are absent for any of the reasons specified above (1. a and b), must use their available sick leave balance before using any other form of paid or unpaid leave, with the exception of approved intermittent leave.
4. The supervisor or other appropriate University administrator has the right to require that the employee provide medical documentation to support a medical absence any time that the employee requests a medical absence of three or more days; has already been absent for three or more consecutive days; has been absent three or more days within any thirty day period; has already requested and been denied that period of time off for annual leave, or has, within the last year, been counseled or disciplined for the excessive use of sick leave. Medical documentation should be submitted to the Human Resources Department and will be maintained in a separate file to protect the privacy of the employee. If the employee fails to provide the appropriate medical documentation the request for leave may be denied and any time already taken may be considered unapproved absence and be subject to disciplinary action. All medical leaves lasting more than three (3) days are considered Extended Leaves of Absence. Please refer to the section below for specific information. Supervisors must contact the Department of Human Resources for all medical extended leaves of absence in order to assure compliance with Federal laws and FAU policies, and continuation of benefits.
5. In cases where an employee appears obviously ill or unable to perform their job duties for medical reasons, or when an employee has not provided the appropriate medical documentation upon return from a medical leave of absence, the University has the right to require the use of sick leave, or other paid or unpaid leave, or require a medical statement that the employee may work.
6. Full time Faculty, AMP and SP employees will earn 4 hours of sick leave each pay period. Executive Service employees earn 5 hours of sick leave each pay period. Part time accrual will be proportionate to the full time equivalent. Accrual is proportionate to the time in pay status.
7. Sick leave must be earned before it is used. The only exception is that employees who are members of the University's sick leave pool may use pool hours in accordance with the Sick Leave Pool policy.

8. Employees hired at FAU with no break in service from another State University, or State College within our service area, may bring up to a maximum of 40 hours of accrued sick leave to FAU. If the transfer of leave is a recruitment issue, the maximum amount of hours can be waived by the President or designee.
9. Upon separation from the University, an employee with 10 or more years of service at Florida Atlantic University 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, if eligible in accordance with State law. For employees hired prior to July 1, 2005, prior state service may be included in the calculation of total service for purposes of sick leave payout. However, it is the employee's responsibility to notify the Department of Human Resources of prior state service at the time of separation. Upon re-employment by the University within thirty (30) days or upon rehire by the University within one year after layoff, all unpaid sick leave shall be restored and any sick leave paid at time of separation shall be fully or partially restored upon repayment.

I. Extended Leaves of Absence including Family Medical Leave Act (FMLA) and Parental Leave

1. Employees are entitled to take up to 12 weeks of unpaid leave within each 12 month period in compliance with the Family and Medical Leave Act. All employees are eligible, including Temporary 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. Employees with accrued leave may use paid leave for an FMLA event and such leave shall be counted toward the entitlement. The start of the leave period shall commence with the first day of absence whether or not the employee continues in pay status. The twelve weeks will be calculated based on individual "rolling" 12-month periods measured backward from the date any Family and Medical Leave is used. Each time an employee takes Family and Medical Leave, the remaining leave entitlement would be any balance of the 12 workweeks, which has not been used during the immediate preceding 12-months.
2. Employees with one or more years of continuous service shall be provided with up to six months unpaid parental leave from the University, during which time the employee may use paid leave, when the employee becomes a biological, adoptive, or foster parent. Employees in their first year of employment may only take unpaid parental leave beyond their leave balance with appropriate medical documentation and special approval of the Provost or Vice President.
3. Parental leave may begin two weeks prior to the expected date of the child's arrival and must be completed no more than 6 months from the date of the child's birth or adoption. FMLA leave, alternatively, must be completed no more than 12 months following the birth, adoption or foster care placement of the child. FMLA leave for the birth or adoption of a child shall run concurrently with any University parental leave, and may not be used to provide an additional period of leave beyond 6 months. In the event that an employee chooses to take available

FMLA leave commencing after the first 6 months following the birth, adoption, or foster care placement of the child, the University's six month leave policy will not apply.

4. Parental leave taken under the provisions of FMLA or the University's parental leave policy must be a consecutive period of time, and the employee must provide a minimum of 30 days notice prior to the leave period. Employees on parental leave may use up to six weeks of paid sick leave for the period of leave immediately following the birth of a child. Parental leave beyond the six week period may be covered by other accrued paid leave or remain a period of unpaid leave.
5. Employees with one or more years of continuous service who have worked at least 1250 hours in the preceding twelve month period, may take extended medical leave up to six (6) months with appropriate medical documentation. The leave may be counted as six (6) continuous months or as an equivalent period of intermittent leave or a combination of both. That leave may be extended beyond six months with additional appropriate medical documentation and the approval of the Senior Vice President, Provost or Vice President, however, the extension of leave is not automatic or guaranteed. Upon the employee's return to work, after taking six months of medical leave, the employee shall work a minimum of six months before any additional periods of extended non-FMLA medical leave may be approved, unless this requirement is waived by the Provost or Vice President. If any medical leave meets the provisions for FMLA, the leave shall be counted as such. Employees in their first year of employment may take unpaid medical leave beyond their leave balance, with appropriate medical documentation and the approval of the Senior Vice President, Provost or Vice President, however this leave is not automatic or guaranteed.
6. During approved unpaid leave for parental, foster care, medical, or military reasons, or during an approved Reduced Schedule, an employee may use accrued leave on an intermittent basis to continue the contributions to State benefits and other expenses.
7. Annual and sick leave accrual is based on the number of hours paid in the pay period, and therefore, during periods of leave without pay, no annual or sick leave accrual will occur.
8. Unless agreed otherwise, an employee shall be employed in the same or similar status upon completion of the approved leave period.
9. While on paid leave, or on any extended leave without pay, the employee may not be employed elsewhere without the written permission of the University, consistent with the guidelines on Reporting of Outside Employment.
10. At the completion of the leave period, an employee must present medical certification stipulating the employee's ability to return to work and perform the essential functions of the position. If the employee fails to obtain medical certification, or is unable to perform the essential functions of the position with or

without accommodation, the University may offer the employee other available, suitable employment; extend the period of leave; request that the employee resign; or terminate the employment due to inability to perform the duties of the position.

11. FMLA entitles an employee to take up to 26 workweeks of leave to care for an immediate family member (spouse, son, daughter, parent, or next of kin) who is an active duty member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness occurring while on active military duty. Eligible employees are also entitled to take military caregiver leave to care for a current service member whose serious injury or illness is caused by the aggravation in the line of duty of a preexisting condition. Employees are also eligible for up to twelve weeks of FMLA leave when an immediate family member (spouse, son, daughter, parent, or next of kin) who is a soldier, reservist or member of the National Guard has a “qualifying exigency” when deployed to a foreign country. A qualifying exigency is defined as: short notice deployment; military events and related activities; childcare and school activities; financial and legal arrangements; counseling; rest and recuperation; post-deployment activities; and additional activities not encompassed in the other categories but agreed to by the employer and employee.

- J. Break Time for Nursing Mothers.** Florida Atlantic University will provide reasonable break time and a private location for an employee to express breast milk for her nursing child for up to one year after the child’s birth, each time that the employee has need to express the milk. The location provided will be shielded from view and free from any intrusion from co-workers or the public. A bathroom is not an acceptable location.

It is recognized that the amount of time needed, and the frequency of breaks needed will vary by employee. SP employees may be permitted two fifteen minute paid rest periods per day, one rest period for each four hours worked, and these paid rest periods may be used for the purpose of expressing breast milk when needed. Additional break time for the purpose of expressing breast milk may be taken and the employee may use paid leave; the supervisor may provide a flexible schedule to make up the time; or the time may be without pay.

Nursing employees should provide reasonable notice to their supervisor of the intent to take lactation breaks. Supervisors should attempt to provide as much schedule flexibility and break time as reasonably possible to accommodate the employee’s needs. Employees must give notice of breaks to supervisors and are required to provide notice to their supervisor when time for expressing breast milk is no longer required

- K. Domestic Violence Leave.** In keeping with the provisions of Florida law, s. 741.313, employees are entitled to take up to three working days of leave within a 12 month period to deal with issues relating to domestic violence suffered by the employee or a family or household member. All employees are eligible

provided that they have been employed by FAU for more than three months. The three days of leave will be calculated based on individual 'rolling' 12-month periods measured backward from the date any Domestic Violence Leave is used. The leave may be taken if either the employee or a member of the employee's family or household is a victim of domestic violence. Leave may be taken to: (1) obtain an injunction for protection against domestic violence; (2) obtain medical or mental health care in connection with domestic violence; (3) seek services from a victim services organization; (4) seek legal assistance or prepare for court proceedings; or (5) secure existing housing or obtain new housing for safety reasons. Domestic Violence Leave is unpaid, however, the employee may use any form of accrued paid leave during this period. Employees are required to provide reasonable advance notice of the leave, except that no notice may be required if the employee or family/household member is in imminent danger. FAU may require written documentation from a treating facility or court verifying the purpose of the leave. All documentation that is submitted will be maintained in a confidential file.

L. Special Circumstances Paid Leave. Employees are provided paid leave in the following special circumstances, and such leave shall not cause the employee to exceed 40 hours in the work week. This special paid leave is not accrued.

1. **Bereavement Leave** - leave up to three days shall be provided to an employee upon the death of a family member. If the leave extends beyond three days, sick leave or another form of accrued leave may be used. Family member is defined as spouse, qualified domestic partner, child, spouse of child, stepchild, foster child, parent, stepparent, grandparent, grandchild, or sibling of the employee or employee's spouse or qualified domestic partner.
2. **Emergency Closing** - paid leave shall be provided for official emergency closing of University facilities. Special Compensatory leave shall be provided to SP employees required to perform essential services during the emergency closing. Only employees scheduled to work during the time of the emergency closing shall be provided leave.
3. **Jury Duty** - paid 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 paid 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.
4. **Military Leave** - paid and unpaid military leave and re-employment rights shall be provided to employees consistent with Federal and State laws.
5. **Court Summons** - paid leave shall be provided to an employee summoned as a witness in a matter not involving personal interests. Paid leave shall not be provided to an employee serving as an expert witness. Witness pay shall be retained by the employee.
6. **Voting Leave** - The President or designee may provide paid leave up to two hours for voting in public elections, when the normal work schedule prevents the employee from voting.

7. **Athletic Competition** - paid leave for athletic competition in Olympic events may be provided in accordance with State law.
8. **Florida Disaster Volunteers** - paid leave may be provided in accordance with State law.
9. **Civil Disorder** - up to two days of paid leave may be granted for civil disorder or disaster for an employee who is a member of a volunteer emergency response team.

M. Administrative Leave

1. The President or designee may place an employee who is under investigation on leave up to the length of the investigation.
2. The President or designee may place an employee on administrative leave for the period between the notice and the effective date of a reduction in pay, suspension, or dismissal. The President or designee may also 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.
3. Administrative leave may be with or without pay.

08. EMPLOYEE ETHICAL OBLIGATIONS AND CONFLICT OF INTEREST

All employees should be aware of their obligations and responsibilities as public employees of Florida Atlantic University. No employee shall have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or incur any obligation of any nature which is in substantial conflict with the full and competent performance of the employee's duties.

- A. Outside Activities:** It is the policy of the University that faculty and staff members may participate in outside activities and hold financial interests as long as the activities and interests do not conflict with their duties and responsibilities. All Faculty; Administrative, Managerial and Professional (AMP); and Support Personnel (SP) employees who propose to engage in any outside employment/activity are required to seek proper review and approval prior to engaging in such employment or activity by completing the "[Report of Outside Employment or Professional Activity](#)" form, available in the Human Resources Department. Thereafter, and for as long as the employee engages in any outside employment or activity, the form must be completed on an annual basis each fiscal year, or at any time that the nature of the employee's FAU employment or outside employment or activity changes. Please see the [Guidelines on Conflict of Interest, Conflict of Commitment and Outside Activities](#) for specific policy language.
- B. Financial Disclosure:** Employee's in designated class codes are required to comply with Florida law, F.S. Chapter 112, mandating the disclosure of financial interests on an annual basis or in the event of a qualified gift or change in employment status.

09. LAYOFF and FURLOUGH

- A. Employees may be laid off at any time as a result of adverse financial circumstances; reallocation of resources; reorganization of degree or curriculum offerings or requirements; reorganization of academic or administrative structures, programs, or functions; curtailment or abolishment of one or more programs or functions; shortage of work; or a material change of duties. The President or designee shall notify the appropriate employee organizations when layoffs are to take place.
- B. The layoff unit may be at an organizational level such as a campus, division, college, school, department, area, program, or other level of organization as the President or designee deems appropriate. In designating the makeup of the layoff unit, the President or designee may consider the special qualifications and relevant experience required for specific positions and exclude such positions from layoff.
- C. Decisions regarding which employees will be subject to layoff shall be based upon who, in the judgment of the President or designee, will best contribute to the mission and purpose of the University when taking into account the employee's past overall performance, length of continuous University service and other appropriate factors. Strict seniority will not apply. Wherever possible, a tenured Faculty or Regular status employee will not be laid off if there are non-tenured, Acting, Probationary, Time Limited or Temporary employees in comparable positions with similar skills in the same layoff unit.
- D. The University shall make a reasonable effort to locate appropriate alternative/equivalent employment within the University for employees being laid off who have recall rights. An employee who is offered an alternative/equivalent position and refuses to accept that position, or is terminated or resigns during the notice period, will waive recall rights.
- E. In the event that any of the following employees receive a Notice of Layoff they shall not have recall rights.
 - 1. Employees currently appointed for less than one academic year or appointed to a visiting appointment;
 - 2. Employees currently appointed to a position funded in whole or partially from non-recurring or "soft-money" funds, including but not limited to contracts and grants, auxiliaries, or local funds;
 - 3. Any employee who has received a Notice of Separation;
 - 4. A Faculty or AMP employee whose appointment expires without the requirement of a written Notice of Separation, including an employee serving on an appointment without a fixed term or an employee on a multi-year contract;
 - 5. A Probationary employee;
 - 6. Any employee in a position designated as Time Limited; and

7. A Temporary employee.

- F. Employees are to be informed of layoff as soon as practicable. Where circumstances permit, all employees are to be provided at least 30 calendar days. However, an employee shall be given no less than 14 calendar days notice of layoff or in lieu thereof, two weeks' pay at the employee's current regular rate of pay, or a combination of notice and pay. During the notice period the employee may be assigned to alternate duties or to an alternate worksite if necessary.
- G. A notice of layoff shall be sent to the employee by certified mail, return receipt requested, or delivered in person to the employee. It is the employee's continuing responsibility to ensure that the Department of Human Resources is provided with correct updated address information.
- H. Recall Rights: Eligible employees who are laid off shall have recall rights for one (1) year following layoff.
 - 1. Recall rights are defined as the University's reasonable effort to notify the employee of employment opportunities in the same or similar position from which the employee has been laid off, and for which the employee meets the specific qualifications and relevant experience.
 - 2. If the position from which the employee was laid off becomes available during the recall period, the University will make a reasonable effort to offer the employee re-employment in that position, prior to that position being posted as part of a job search. If, after 15 days following notification, the University has not received an accepting response from the employee, the position may be posted, and the employee's recall rights will terminate.
 - 3. It is the employee's continuing responsibility to ensure that the Department of Human Resources is provided with correct updated address, telephone number and e-mail information during any applicable recall period.
- I. An employee who refuses an offer of re-employment shall forfeit further recall rights.
- J. Upon re-employment by the University within one year following layoff, all unpaid annual and sick leave shall be restored, and any annual or sick leave paid at the time of separation shall be fully or partially restored upon repayment.
- K. A mandatory or voluntary furlough may be instituted at any time by the President or designee for University cost savings. In the event of a furlough, no layoff rights will apply. No employee affected by a furlough may receive paid leave of any type during the furlough period unless special approval is granted by the President or designee. Employees are prohibited from performing any work during the furlough period including checking work-related e-mail and voice mail.

INITIATING AUTHORITY: Vice President, Financial Affairs

POLICY APPROVAL
(For use by the Office of the President)

Policy Number: 7.5

Initiating Authority

Signature: _____ Date: _____
Name: Dorothy Russell

*Policies and Procedures
Review Committee Chair*

Signature: _____ Date: _____
Name: Elizabeth F. Rubin

President

Signature: _____ Date: _____
Name: Dr. John Kelly

Executed signature pages are available in the Office of the General Counsel