



SUBJECT: PERSONNEL	Effective Date: March 13, 2009	Policy Number: 7.5	
	Supersedes: Personnel Policies 2006	Page 1	Of 21
	Responsible Authority: Senior Vice President, Finance & Administration		

APPLICABILITY/ACCOUNTABILITY:

The Florida Atlantic University Personnel Policies should serve as a reference and guide to all non-Temporary employees of the University. 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.

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 Senior Vice President may elect to waive the requirement to post a vacant position. All waiver requests must first be reviewed by the Equal Opportunity Programs Office.
3. Departments may elect to designate postings as “FAU Departmental Promotional Opportunity” allowing only current department 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 (including Temporary) must have a background check prior to the offer of employment. Current employees who have applied for a position in a different Division than the one in which they currently work, must have a background check prior to an offer of employment in the new department.
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 AMP positions at the level of Assistant Director and above, to assist in the selection of the most qualified candidate for the position. The use of Search Committees for all other AMP positions is encouraged.
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, 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. 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, AMP and SP employees will receive a letter of offer which will specify the details of the employment agreement. Regular employees will receive a letter which will indicate that employment with Florida Atlantic University will continue unless the employee is terminated for cause, or for out of unit Faculty and AMP employees, the employee is issued a Notice of Separation. Acting and time limited employees will receive a letter which specifies an end date and indicates that no further notice of cessation of employment is required. The appointment classifications below apply only to non-faculty. Faculty appointment types shall be determined by the Provost.

- A. Regular:** An employee hired into an established, permanent position on a continuing basis. Support Personnel serve an initial probationary period. Employees will continue their employment unless terminated for cause or issued a Notice of Separation.
- B. Probationary:** Support Personnel (SP) hired after implementation of this policy into an established, permanent 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 -** An AMP or SP employee promoted or reassigned to an 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, auxiliaries, local funds or any other non-recurring funds. Employees in time limited appointments do not have layoff rights.
- E. Acting:** A new AMP or SP employee hired into an established position for a limited time period is considered Acting. An existing employee who applies for and is hired into a position with Acting status, will no longer be designated a Regular employee. Departments hiring an employee in acting status must begin the search process within

60 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 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 may be 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 for up to 20% 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 for more than 20% above the minimum of the pay range but within the pay range, may be approved upon request by Human Resources with written justification based on applicant's qualifications and/or documented special circumstances (i.e. recruitment difficulties or unique skills/abilities of applicant). Salary equity may be a factor in granting approval.

C. Pay Upon Promotion or Reclassification to a Higher Pay Grade. Employees appointed to a position in a higher pay grade must be offered an increase to at least the minimum of the new pay grade. They may be offered an increase up to 20% above the minimum of the new pay grade or up to 15% above their current salary with the total increase not to exceed \$10,000 unless approved by Human Resources. Employees appointed to a position in a higher pay grade may be granted an increase greater than 15% above the minimum of their current salary but no more than the maximum of the new pay range with written justification and approval by Human Resources. Equity within the classification may be a factor in granting approval.

D. Pay Upon Reclassification to a Job in the Same Pay Grade or a Lateral Job Change. Lateral job changes may include a change in pay. An increase may be awarded within 20% of the minimum of the pay range with the authorization of the Dean or Director. Authorization of Human Resources is not required for increases within 20% of the pay grade minimum. It is the hiring department's responsibility to ensure that the increase is justified and maintains equity within the department. Requests for increases beyond 20% of the pay grade minimum will be considered for approval by Human Resources if there is a documented increase in level of responsibility, scope, and duties in the new position or if posted recruitment range minimum is higher than selected candidate's current salary.

E. Pay Upon Demotion. An employee who is demoted shall receive pay commensurate with the responsibilities assigned. The demotion may be with or without a reduction in salary but the salary must equal at least the minimum of the new pay range and, if in excess of 20% of the new range, it must be approved by Human Resources.

F. Salary Increases

1. **Board or Legislative Increases.** The Board of Trustees and/or the Legislature of the State of Florida may award 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. They are limited to the maximum of the applicable pay range and are subject to the availability of funds. Special Pay Increases will not be used in situations where a reclassification is appropriate.
3. **Special Pay Increases up to 20% above the minimum of the pay range or 15% above current salary.** A Special Pay Increase may be awarded one time per 12 month period up to 20% above the minimum of the pay range or 15% above the current salary but cannot exceed \$10,000 without approval from Human Resources. The department is responsible for ensuring that the increase is justified and for maintaining salary equity within their unit.
4. **Special Pay Increases over 20% of the minimum of the pay range or greater than 15% above the current salary.** Special Pay Increases which will exceed 20% of the minimum of the pay grade, are greater than 15% above the current salary, are greater than \$10,000, or follow a Special Pay Increase within the last 12 month

period, will be considered for approval by Human Resources. Requests must be justified within specific criteria. In addition, equity, department structure, unique circumstances, specialized skills required, and exceptional experience may be also be factors in granting approval. One or more the following criteria will be considered:

- a. Assignment of Additional Duties or Responsibility - Permanent assignment of additional duties that would not require a change in classification.
- b. 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.
- c. Market Conditions
 - i. Counteroffer - Job offers from external entities may be considered if in the best interest of the University. Department should submit documentation of original offer which is being countered.
 - ii. Retention - Situations where market conditions are documented to be significantly higher than the current salary.
- d. Salary Compression or Equity - Situations where salary inequity may have developed within the same or comparable classifications or a work unit.
- e. 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 the employee's successful completion of the program is in best interests of the University.
- f. Other - Consideration will be given for unique situations that do not meet any of the above criteria.

G. Bonus - Bonus payments may be requested when there is successful completion of a special project or to recognize a specific achievement or assignment of significance. Bonuses shall be considered nonrecurring compensation and the amount will not be included in the compensation upon which State retirement benefits are calculated. 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.

H. 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** - On Call pay is not compensable for purposes of computing overtime; however, travel time to and from work when called back is compensable time for computing overtime. Compensation will be made in the amount of one dollar (\$1.00) for each hour the employee is required to be on call.
4. **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.
5. **Abatement** - An additive of \$1.00 per hour will be given to each employee in the form of a bonus for each hour specifically designated for abatement activities.

I. 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. PERFORMANCE APPRAISALS

- A. Support Personnel (SP) employees will receive a Probationary Appraisal at the completion of the probationary period.
- B. Administrative, Managerial and Professional (AMP) employees, and Support Personnel (SP) employees will receive an annual performance appraisal, based on the date that they started in the current classification. Employees will receive one of five (5) ratings:
 - (O) Outstanding**
 - (E) Exceeds/Exceeds Expectations**
 - (A) Achieves/Meets Expectations**
 - (N) Needs Improvement**
 - (B) Below Standards**
- C. 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.
- D. AMP employee appraisals are grouped by calendar quarter, based on the date the employee started in the current classification. The appraisal is due prior to the end of the quarter. All appraisals for SP and AMP employees must be completed with a rating, and be signed and dated by the supervisor and the employee, at the time of the appraisal meeting.
- E. 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.
- F. 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 a performance improvement plan. A follow-up special appraisal will be completed no more than 60 days from the date the Below Standards appraisal was issued 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 “Achieves” 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 the follow-up appraisal has not been completed by two weeks after the 60 day period, the appraisal will default to Achieves, unless a justifiable extension has been approved.

- G. An employee who receives a Below Standard appraisal, and a rating of Achieves 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.

06. 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.

- 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. 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. Employees on an extended approved leave without pay for medical leave, parental leave, or military leave, will get 8 hours of holiday compensatory leave. (See below)
2. Additional holidays may be designated by the University President.
3. SP employees who have a regular, approved work schedule of more than 8 hours will be paid, or will earn holiday or special compensatory leave, based on the number of regularly scheduled work hours for the day of the observed holiday.

C. 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. If the University President has designated an additional holiday, SP employees will earn holiday compensatory leave when the employee observed the holiday and worked 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 specially designated holiday.

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 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 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, 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.

D. Personal Holiday. All AMP and SP employees will earn one day of Personal Holiday each fiscal year. The Personal Holiday may not be used in the 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, 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.

E. Annual Leave. Full time employees shall earn annual leave in accordance with the following guidelines, unless subject to a college administrative policy as approved 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. An academic year (39 weeks) employee, a Developmental Research School employee, and an employee appointed for less than 9 months shall not accrue annual leave. 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 Community 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 year end maximum allowed for the pay plan, unless subject to a college administrative policy in which case the college policy payout provisions shall apply. Support Personnel employees must successfully complete the probationary period in order to receive the annual leave payout. No employee who has been terminated for cause 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 recall 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 year end maximum of their unused annual leave. Once the year end maximum has been paid, no further payouts may occur.
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, for up to two years.

F. 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. Immediate family is defined as spouse, child, parent, grandparent, grandchild, or sibling of the employee or employee's spouse.
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. 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.

4. 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.
5. 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.
6. 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.
7. Employees hired at FAU with no break in service from another State University or Community 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.
8. 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 will be included in the calculation of total service for purposes of sick leave payout. Upon re-employment by the University within thirty (30) days or upon recall 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.

G. Extended Leaves of Absence and Family Medical Leave Act (FMLA)

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 or adoptive 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, Senior Vice President 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 or adoption 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 or adoption 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 may take extended medical leave up to six (6) months with appropriate medical documentation. That leave may be extended 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, 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, Senior Vice President 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, 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. While on paid leave, or on an extended leave without pay for medical reasons, the employee may not be employed elsewhere without the written permission of the University.
9. 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.
10. 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. 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". 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.

H. 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.

I. 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. Family member is defined as spouse, child, parent, grandparent, grandchild, or sibling of the employee or employee's spouse.
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.

J. 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.

07. 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. 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.

08. 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. The following employees do not have recall rights:
 - 1. Employees appointed for less than one academic year or appointed to a visiting appointment;
 - 2. Employees appointed to a position funded from contracts and grants, auxiliaries, local funds or any non-recurring 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. 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: Senior Vice President, Finance & Administration

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

Policy Number: 7.5

Initiating Authority

Signature: _____ Date: _____

Name: Kenneth A. Jessell, Ph.D.

Policies and Procedures

Review Committee Chair

Signature: _____ Date: _____

Name: Elizabeth F. Rubin

President

Signature: _____ Date: _____

Name: Frank T. Brogan

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