

**THE FLORIDA INTERNATIONAL UNIVERSITY  
BOARD OF TRUSTEES  
FULL BOARD MEETING**

MONDAY, 8 MAY 2006

8:00 A.M.

FLORIDA INTERNATIONAL UNIVERSITY  
VIA CONFERENCE CALL

**AGENDA**

- |  |                       |
|--|-----------------------|
| I. CALL TO ORDER   | CHAIRMAN DAVID PARKER |
| II. CHAIRMAN'S REMARKS   | CHAIRMAN DAVID PARKER |
| III. ITEMS FOR BOARD REVIEW  |                       |
| A. ACTION ITEMS  |                       |
| 1. RATIFICATION OF COLLECTIVE BARGAINING AGREEMENT BETWEEN THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES AND THE SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) LOCAL 1991, 2005-2008 | CHAIRMAN DAVID PARKER |
| 2. PERSONNEL POLICIES FOR SEIU BARGAINING UNIT EMPLOYEES   | CHAIRMAN DAVID PARKER |
| 3. FOUNDATION BOD BYLAWS – AMENDMENTS  | CHAIRMAN DAVID PARKER |
| 4. BANK RESOLUTION – FEDERAL GRANT FOR COLUMBIA PROJECT*   | ALEX ZYNE             |
| B. UNIVERSITY REPORTS AND UPDATES  |                       |
| 1. PRESIDENT'S REPORT  | MODESTO MAIDIQUE      |
| 2. ACADEMIC POLICY & STUDENT AFFAIRS REPORT  | RON BERKMAN           |
| 3. BUSINESS & FINANCE REPORT   | VIVIAN SANCHEZ        |
| 4. ADMINISTRATION & ATHLETICS REPORT   | MARCOS PEREZ          |
| IV. OTHER BUSINESS   | CHAIRMAN DAVID PARKER |
| V. ADJOURNMENT   | CHAIRMAN DAVID PARKER |

*\*WE WILL FORWARD ADDITIONAL ATTACHMENTS AS THEY BECOME AVAILABLE.*

**Conference Call information:**

- Please call (888) 882-0083, promptly at 8:00 am on Monday, 8 May 2006.
  - If you are disconnected, please redial the conference call number.
  - If you have any problems with the above, contact the BOT office at 305.348.6495
- Please Note:* You will be asked to identify yourself to the operator. This information will be used for attendance purposes only.



**THE FLORIDA INTERNATIONAL UNIVERSITY  
BOARD OF TRUSTEES**

**8 MAY 2006**

**SUBJECT: RATIFICATION OF COLLECTIVE BARGAINING AGREEMENT BETWEEN THE  
FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES AND THE SERVICE  
EMPLOYEES INTERNATIONAL (SEIU) UNION LOCAL 1991, 2005-2008**

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**PROPOSED BOARD ACTION:**

Recommend Board adoption of the following Resolution:

WHEREAS, the Board of Trustees (“BOT”) is the public employer of all employees of the University and is obligated to engage in collective bargaining with employees who are represented by a union;

WHEREAS, certain employees of the University are part of a bargaining unit represented by the Service Employees International Union Local 1991– FIU Chapter (“SEIU”);

WHEREAS, representatives of the BOT and the SEIU have engaged in collective bargaining and have reached agreement on the terms of the 2005-08 BOT-SEIU Collective Bargaining Agreement (“Agreement”) (Attached as Exhibit A);

WHEREAS, the bargaining unit employees represented by SEIU voted unanimously in favor of ratification of the Agreement on April 12, 2006;

NOW, THEREFORE BE IT RESOLVED, that the Board of Trustees hereby ratifies the Collective Bargaining Agreement attached hereto as Exhibit A;

BE IT FURTHER RESOLVED, that the University Administration take all actions necessary to give effect to this Resolution.

**BACKGROUND INFORMATION:**

**LEGAL AUTHORITY:**

**Resolution of the Florida Board of Governors, dated January 7, 2003. Resolution delegating and delineating powers of local boards of trustees, provides in pertinent part:**

19. No rule of the Board of Governors shall be considered to in any way contravene the responsibility of each of the university board of trustees to act as the sole public employer with regard to all public employees of its universities for the purposes of collective bargaining in accordance with chapter 447, Florida Statutes.

BE IT RESOLVED that it is the intent of the Board of Governors that the university boards of trustees shall be the sole public employers with respect to all public employees of the respective state universities as provided in s. 447.203(2) and (10), F.S. for the purpose of collective bargaining, and no rule previously adopted by the Board of Governors shall contravene this intent or shall be in conflict with the boards of trustees adoption of rules in furtherance of their responsibilities as public employers.

**Section 447.203, Florida Statutes (2003), Public Employee Relations Act, Definitions,** states in relevant part:

(2) "Public employer" or "employer" means the state or any county, municipality, or special district or any subdivision or agency thereof which the commission determines has sufficient legal distinctiveness properly to carry out the functions of a public employer. . . *and the university board of trustees shall be deemed to be the public employer with respect to all public employees of the respective state university.* (emphasis supplied)

**Explanation for Proposed Board Action:**

Representatives of the BOT and the SEIU have met in collective bargaining negotiations to discuss the terms and conditions of employment that will govern personnel who fall within the bargaining unit represented by SEIU. The bargaining teams have reached an Agreement for a term of commencing on the date of joint ratification and running for three years thereafter, i.e., May 7, 2008. The Agreement is presented to the Board for ratification as required by Chapter 447, Florida Statutes.

**EXHIBITS/SUPPORTING DOCUMENTS:**

- ATTACHMENT: EXECUTIVE SUMMARY OF THE SEIU CONTRACT
- EXHIBIT A: FIU BOARD OF TRUSTEES (BOT) AND THE SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) COLLECTIVE BARGAINING AGREEMENT ARTICLES 2005-2008

**FACILITATOR/PRESENTER:**

- CHAIRMAN DAVID PARKER



## Summary of the SEIU Contract

Judith Blucker, PhD, Chief Negotiator

April 30, 2006

Introduction: Service Employees International Union (SEIU), Local 1991, represents the 12 bargaining unit nurses who work in the University's Student Health Clinics on both campuses. Six of these nurses hold ARNP (Advanced Registered Nurse Practitioner) credentials which require a master's degree. According to their supervisor, Robert Dollinger, M.D., and other management bargaining team members, these are dedicated and excellent employees, half of whom have worked at least ten years at FIU. Finally, all of these employees are paid through an Auxiliary Budget generated by the Student Health Fee. There are no state Educational and General (E & G) Budget funds utilized for their salaries or operating budget.

- Three-Year Agreement consisting of 15 Articles as compared to former agreement of 33 Articles. Valid for 2005-06 through 2007-08.
- Article violations are addressed through a Grievance Process that consists of three steps and requires a maximum of 24 days to file for the final process of arbitration.
- Union Rights article allows 50 hours of released time for future bargaining negotiations while the Management Rights article allows expanded management rights similar to the PBA contract.
- Like the PBA Contract, most of the personnel matters formerly addressed in contract articles of the nurses' old collective bargaining agreement are now addressed in bargained personnel policies. SEIU signed off on sixty (60) university policies related to terms and conditions of employment.
- Agreement contains a new article (Maintenance of University Policies and Rules) which assures the bargaining unit members that no new or existing policy which affects the terms and conditions of employment shall be revised or enacted by the University unless mutual agreement through bargaining is achieved.
- All policy disputes will be handled by the Internal Resolution Process, which requires final resolution by an internal reviewer (university employee, former university employer, or alumni). These reviewers are chosen from a list mutually agreed to by the FIU President/designee and the SEIU President. The decision is final and binding upon both parties. This internal process requires a maximum of 20 days to file for final resolution.
- Wages: Through research, the management bargaining team learned that the salaries for our FIU nurses were significantly below that of their counterparts, both nationally and in the university system, using UCF and FAU as benchmarks. This salary discrepancy, combined with the high demand for nurses in south Florida and the fact

that no E & G dollars were involved, influenced the team to propose a three-year wages article containing a “competitive pay adjustment” to bring the nurses to competitive wages with their peers. This is summarized below:

|          |                             |          |
|----------|-----------------------------|----------|
| 2005-06: | Competitive Pay Adjustment: | \$ 2,500 |
|          | Across the Board Increase:  | \$ 800   |
| 2006-07: | Competitive Pay Adjustment: | \$ 1,250 |
|          | Across the Board Increase:  | \$ 500   |
|          | 1% Merit Pool Distribution* |          |
| 2007-08: | Competitive Pay Adjustment  | \$ 1,250 |
|          | Across the Board Increase:  | \$ 500   |
|          | 1% Merit Pool Distribution* |          |

\*Indicates contingency on legislative allocation for each fiscal year.



**The Florida International University  
Board of Trustees**

**and**

**The Service Employees International Union  
Local 1991**

**Collective Bargaining Agreement**

**2005-2008**

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### **Preamble**

THIS AGREEMENT is between The Florida International University Board of Trustees ("University"), and the Service Employees International Union AFL-CIO, CLC (Local 1991) ("Union") representing the employees in the Bargaining Unit. It is recognized by the University and the SEIU that the public policy of the State and the purpose of Part II, Chapter 447, Florida Statutes, is to provide statutory implementation of Section 6, Article 1 of the Constitution of the State of Florida, and to promote harmonious and cooperative relationships between public employers and its employees, both collectively and individually, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of the public employer. It is further recognized by the University and the SEIU that terms and conditions of employment of employees are contained in this Agreement and in the University's personnel rules, policies, procedures, and manuals.

Further, this Agreement defines the University's obligations to the Union and members of the bargaining unit, thus avoiding disputes due to misunderstandings, and provides a procedure for the resolution of any claims that the Agreement has been violated.

Finally, both parties recognize that this Preamble is a statement of intent and, therefore, not subject to the grievance procedure as outlined in Article 4.

**Article 1  
Recognition**

Section 1

Florida International University (hereinafter referred to as the Employer, University, or FIU) recognizes the Service Employees International Union Local 1991 (hereinafter referred to as the Union) as the exclusive collective bargaining representative of the bargaining unit certified by the Public Employees Relations Commission in Case No. RA-2004-012 to consist of non-supervisory healthcare professionals employed by FIU in the classifications of registered nurse and advanced registered nurse practitioner (hereinafter referred to as the bargaining unit).

Section 2

FIU will not be called upon to recognize the SEIU as agent for any of its employees other than those included in the certified unit mentioned above, in the absence of a new PERC certification. When any new job classification is created, FIU will notify the Union. Any dispute as to an individual employee's status or any new classification status as being included or excluded from the bargaining unit will be resolvable through normal legal procedures, and not through the contractual grievance procedure.

## **Article 2 Definitions**

The terms used in this Agreement are defined as follows:

2.1 "administration" means Florida International University acting through its President and staff.

2.2 "bargaining unit" means those employees, collectively, represented for collective bargaining purposes by the SEIU pursuant to Florida Public Employees Relations Commission Certification No. 1496 issued in Commission Order Number O4E-237, dated August 24, 2004 wherein the Commission determined the composition of the bargaining unit at FIU.

2.3 "Board, "BOT," or "Board of Trustees" means the body established to govern Florida International University by Article 9, Section 7 of the Florida Constitution, acting through the President and staff.

2.4 "Days" means calendar days, excluding any day observed as a State/University holiday.

2.5 "Employee" means a member of the bargaining unit as it is described in Article 1.

2.6 "Executive Director of SEIU Local 1991" includes his/her representative.

2.7 " President" means the President of FIU or his/her representative.

2.8 "SEIU Local 1991 Employee Representative" means an employee who has been designated by SEIU Local 1991 to investigate grievances and to represent grievants at Step 1 when SEIU Local 1991 has been selected as the employee's representative.

2.9 "supervisor" means an individual identified by the President or designee as having immediate administrative authority over bargaining unit employees.

2.10 "University", "university" or "FIU" means Florida International University, acting through the President and staff.

**Article 3**  
**Employee Representation and SEIU Local 1991 Activities**

3.1 Designation and Selection of Representatives.

A. The Executive Director of SEIU Local 1991 shall annually furnish to the Vice President for Human Resources or designee, no later than July 1, a list of SEIU Local 1991 Employee Representatives and SEIU Local 1991 Staff Representatives who are designated to assist in processing grievances. This list shall include the class title, and the name of each SEIU Local 1991 Employee Representative and the address and telephone number of the SEIU Local 1991 Staff Representatives. FIU will not recognize any person as an SEIU Local 1991 Employee Representative or SEIU Local 1991 Staff Representative whose name does not appear on the list. Changes in these representatives may be made by written notice to the University.

B. No more than two (2) employees may be designated as SEIU Local 1991 Employee Representatives.

3.2 Representative Access.

A. SEIU Local 1991 Staff Representatives shall have access to the premises of the University in accordance with policies regarding public access to State property and may request access to premises not available to the public under University policies. Such requests shall indicate the premises to be visited, the employees with whom the representative wishes to speak, the grievance being investigated, and the approximate length of time the representative will require such access. Permission for such access for the purpose of investigating an employee's grievance shall not be unreasonably denied and shall be limited to the working hours of the employee with whom the representative wishes to speak. Such access and investigation shall not impede University operations.

B. SEIU Local 1991 shall have the right to use University facilities for meetings on the same basis as they are available to other University-related organizations.

3.3 Consultation.

A. Consultation. The Vice President for Human Resources or his/her designee shall meet with SEIU Local 1991 Employee Representatives to discuss matters pertinent to the implementation or administration of this Agreement, University actions affecting terms and conditions of employment or any other mutually agreeable matters. The meetings shall be held on a mutually convenient date. The party requesting consultation shall submit a written list of agenda items no less than one (1) week in advance of the meeting. The other

## Exhibit "A"

party may also submit a written list of agenda items in advance of the meeting if it wishes to discuss specific issues. The University and SEIU Local 1991 understand and agree that such meetings may be used to resolve problems regarding the implementation and administration of the Agreement; however, such meetings shall not constitute or be used for the purpose of collective bargaining. Attendance at these meetings shall be without loss of pay for the Employee Representative

### 3.4 Bulletin Boards.

A. Where official bulletin boards of the University are available in the student health centers, the University agrees to provide space on such bulletin boards for SEIU use in accordance with University policy. Where there is no official board, the University shall provide wall space in the student health centers for a board to be provided by SEIU.

B. The materials posted on the boards shall be related only to SEIU Local 1991 matters and shall not contain anything reflecting adversely on the University or any of its officers or employees, nor shall any posted material violate or have the effect of violating any law, rule, or regulations.

### 3.5 Agendas, Rules and Employee Information Provided.

A. FIU shall provide SEIU Local 1991 with the website address where it can view the agenda and approved minutes of meetings of the Board of Trustees.

B. Upon written request of SEIU Local 1991, FIU will, on a semi-annual basis, provide a list of employees with the employee name, work address, classification title, gross salary, and date of hire for each employee.

C. The University shall provide SEIU with the web site address where it can view FIU personnel rules, policies and this collective bargaining agreement.

### 3.6 Negotiations.

A. SEIU Local 1991 agrees that all collective bargaining is to be conducted with FIU representatives designated for that purpose by the University.

B. SEIU Local 1991 may designate in writing no more than two employees to serve on its Negotiation Committee and no more than two (2) employees to serve as alternates for Committee members who are unable to attend a negotiating session. The selection or attendance of any employee shall not impede the operations of the work unit.

Exhibit "A"

3.7 Leave for Negotiating and Other SEIU Local 1991 Activities.

A. Employees shall have the right to request use of accrued vacation leave, in writing, for the purpose of attending SEIU conventions, SEIU conferences, consultation meetings, and collective bargaining negotiation sessions. The use of such leave shall be governed by the same rules and regulations as any other vacation leave; provided, however, that the use of such leave shall not impede the operations or staffing of the University. When the request for vacation leave for the purposes of attending collective bargaining negotiation sessions or consultation meetings is denied, the supervisor shall provide such denial in writing.

B. For each round of negotiations, the University agrees to provide SEIU with fifty (50) hours of paid negotiation leave for employees designated pursuant to Section 3.6(B) to serve on its Negotiation Committee for the purpose of attending negotiating sessions with the Board. The method of distribution of these fifty (50) hours among said employees shall be determined by SEIU. However, no Committee member (or alternate) shall be credited for more than eight (8) hours for any day of negotiations, nor shall the time in attendance at such negotiating sessions be counted as hours worked for the purpose of computing compensatory time or overtime. Upon the exhaustion of the fifty (50) hours of negotiation leave provided pursuant to this Section 3.7(B), an employee serving on the Negotiation Committee may request negotiation leave pursuant to the Leave Bank provisions of Section 3.7(C) below.

C. Effective \_\_\_\_\_ [DATE OF JOINT RATIFICATION], an SEIU Leave Bank shall be established for the purpose of supplementing the vacation leave of the designated employee representatives who are required to attend SEIU conventions, SEIU conferences, consultation meetings, and collective bargaining negotiation sessions. The following rules shall govern the SEIU Leave Bank:

1. Effective the first payroll period after \_\_\_\_\_ [DATE OF JOINT RATIFICATION] each employee, who submits a signed SEIU Leave Bank deduction form to the Division of Human Resources, shall donate one (1) hour of vacation leave to be held in escrow for the purpose of supplementing the vacation leave of designated SEIU employee representatives who are required to attend SEIU conventions, SEIU conferences, consultation meetings, and collective bargaining negotiation sessions. Immediately upon deducting one (1) hour of vacation leave from each bargaining unit employee who has signed and submitted an SEIU Leave Bank deduction form to the Division of Human Resources, the total hours escrowed shall be assigned and credited to the individual vacation leave accounts of eight (8) designated SEIU employee representatives as follows: each SEIU employee representative's vacation leave account shall be assigned and credited one-eighth (1/8) of the



Exhibit "A"

total number of hours contributed and automatically deducted from the collective accounts of the bargaining unit employees authorizing such deductions.

2. Once the individual vacation leave accounts of the eight (8) designated SEIU employee representatives are credited, the supplemental vacation leave so credited shall be subject to the same rules and regulations as any other vacation leave.

3. The University shall have no responsibility or liability for the vacation leave deducted from the employee's covered hereunder and credited to the individual accounts of the designated SEIU employee representatives. SEIU shall indemnify the University and hold it harmless against any and all claims, demands, and liabilities which arise out of or by reasons of any action taken or not taken pursuant to the provisions of this Article.

4. The transfer and crediting of vacation leave set forth above shall again take place during the first payroll period after \_\_\_\_\_ [ANNIVERSARY DATE OF RATIFICATION] of each remaining year of this Agreement. The same procedures, including signed SEIU Leave Bank authorizations by bargaining unit employees, shall be utilized.

C. An alternate who is not substituting for an absent Committee member shall have the right to request unpaid leave or accrued vacation or compensatory leave for the purpose of attending negotiating sessions.

D. The time in attendance at such negotiating sessions shall not be counted as hours worked for the purpose of computing compensatory time or overtime. Committee members shall not be reimbursed by the University for travel, meals, lodging, or any expense incurred in connection with attendance at negotiating sessions.

**Article 4**  
**Grievance and Arbitration Procedure**

Section 1

In a mutual effort to provide a harmonious working relationship between the parties to this Agreement, it is agreed that there is a procedure for the resolution of grievances between the parties arising from any alleged violation of a specific term of this Agreement.

Section 2

For the purpose of this Agreement, a grievance is defined as a dispute, claim or complaint that any employee or the Union may have as to the interpretation, application, and/or alleged violation of some express provision(s) of this Agreement which is subject to the Grievance Procedure.

Section 3

A. Every effort will be made by the parties to settle all grievances as soon as possible. The time limits set forth shall be strictly complied with and can only be extended by mutual agreement of the parties in writing. Any grievance shall be considered settled at the last level considered if the grievant fails to timely process the grievance to the next level.

B. The commencement of legal proceedings against FIU in a court of law or equity, or before the Public Employees Relations Commission, for misapplication or misinterpretation of the terms of this Agreement, shall be deemed an election of remedy and shall be a waiver by the party commencing the proceeding of its/their right to resort to the grievance and arbitration procedure contained in this Article and any grievance that has already been filed over the same subject will be dismissed. The filing of a grievance constitutes a waiver of any rights to judicial review of agency action pursuant to Chapter 120, Florida Statutes, or to the review of such matters under other University procedures available to address such matters provided the subject matter is the same. Further, the commencement of proceedings pursuant to Section 120.57, Florida Statutes for misapplication or misinterpretation of the terms of this Agreement, shall be deemed an election of remedy and shall be a waiver by the party commencing the proceeding of its/their right to resort to the Grievance and Arbitration Procedure contained in this Article and any grievance that has already been filed by the same party over the same incident will be dismissed. Except as otherwise specifically provided, the Grievance and Arbitration Procedure is the sole remedy for any alleged violations of this Agreement.

Section 4

All grievances at Step 2 must be in writing and must contain the following information:

(1) Article(s) and Section(s) of the Agreement alleged to have been violated;

## Exhibit "A"

(2) A full statement of the grievance, giving facts, dates and times of events, and specific violations with the remedy or adjustment desired;

(3) Signature of aggrieved employee or the Union representative and date signed;

### Section 5

Grievances shall be processed in accordance with the following procedures:

STEP 1: The grievant shall present his/her grievance to the appropriate Supervisor within ten (10) calendar days of the occurrence of the action giving rise to the grievance or the date on which the grievant reasonably should have known of the violation. Discussions will be informal for the purpose of settling differences in the simplest and most effective manner. The Supervisor shall communicate a decision in writing to the grievant within five (5) calendar days from the date the grievance was presented to him/her. Failure of the Supervisor to timely respond shall be considered a denial of the grievance and shall entitle the grievant to appeal to Step 2.

STEP 2: If the grievance is not settled at the first step, the grievant, within seven (7) calendar days of the answer in Step 1, or if no answer was received under Step 1, within seven (7) calendar days of the date the answer was due, may appeal in writing to the Vice President of Human Resources or designee. The Vice President of Human Resources or designee shall investigate the alleged grievance and shall, within seven (7) calendar days of receipt of the written grievance, conduct a meeting between the Vice President of Human Resources or designee, other FIU representatives as necessary, the grievant and the grievant's Union representative. The Vice President of Human Resources or designee shall notify the aggrieved employee of a decision no later than seven (7) calendar days following the receipt of the written grievance at Step 2. Failure of the Vice President of Human Resources or designee to timely respond shall be considered a denial of the grievance and shall entitle the grievant to appeal to Step 3.

STEP 3: If a grievance has not been satisfactorily resolved within the grievance procedures, the grievant may, within seven (7) calendar days after the response is received at Step 2 of the Grievance Procedure, request an arbitrator in accordance with Section 6 of this Article. A copy of the written request will be provided to the Assistant Vice President for Human Resources and the Assistant Vice President for Human Resources will be referred to as the FIU representative on the request form.

### Section 6

The parties hereby agree that the arbitration selection procedure will be as follows:

## Exhibit "A"

A. Each party will select ten arbitrators which will be used to comprise a list of twenty potential arbitrators for a striking procedure to reach a final panel of five.

B. The parties will alternately strike arbitrators until a panel of five arbitrators remain and SEIU will strike first.

C. Arbitrators will be assigned pending grievances based on a rotational basis, sequence to be determined by alphabetical order.

D. In the event two or more of the final panel of five arbitrators are unable to perform their duties, then each party will select five replacement arbitrators to comprise a list of ten potential arbitrators wherein the striking procedure described above in sub-paragraphs (1) and (2) will be utilized to select the required number of replacements, with FIU striking first.

E. Once the replacement arbitrators have been selected, their names will be ranked in accordance with the procedure utilized in sub-paragraph 3 for future assignments.

### Section 7

The following general rules are applicable to this Article:

A. The grievant may abandon or settle a grievance. Grievances settled under the Grievance Procedure provided under this Article shall be non-precedent setting and cannot be offered as evidence or precedent in any subsequent arbitration case unless the Union and the FIU mutually agree in writing that the grievance is precedent setting.

B. The grievant shall have only one opportunity to amend or supplement the grievance. No grievance can be amended or supplemented after Step 2.

C. The arbitrator shall have no power to establish wages, rates of pay for new jobs, or to change any wage, unless the arbitrator is specifically empowered to do so by both parties.

D. The arbitrator shall have only the power to rule on grievances arising under this Agreement, as defined under Sections 2 and 4 above.

E. The arbitrator shall determine each dispute in accordance with the terms of this Agreement or the issues as may be agreed upon by the parties.

F. In contract interpretation (non-discipline) cases, the burden of proof is on the grievant. In such cases the preponderance of the evidence standard is applicable.

G. Unless the parties agree in writing to the contrary, only one grievance may be submitted to an arbitrator at any one hearing.

H. Upon request, the arbitrator shall rule on arbitrability before issuing a decision on the merits.

### Section 8

The arbitrator's decision shall be final and binding on the Union and on all bargaining unit employees and on FIU.

## Exhibit "A"

### Section 9

The arbitrator shall not have the power or authority to:

A. Add to, subtract from, modify, alter, or ignore in any way the terms of this Agreement, or the provisions of applicable law, rules, or regulations having the force and effect of law;

B. Limit or interfere in any way with the powers, duties, and responsibilities of FIU under applicable law, rules, and regulations having the force and effect of law.

C. Retroactivity. An arbitrator's award may or may not be retroactive based on the equities each case may demand, but in no case shall an award be retroactive to a date earlier than thirty days prior to the date the grievance was originally filed in accordance with this Article.

### Section 10

Each party shall bear the expense of its own witnesses and its own representatives. The arbitrator's bill shall be equally shared by the parties. Expenses of obtaining a hearing room, if any, shall be equally divided between the parties. The cost of the written transcript, if requested by both parties, will be shared by both parties.

**Article 5**  
**Layoffs**

5.1 In the event of a reduction in force FIU will consider a number of relevant factors in determining selections for layoff, the public interest being of prime importance. Factors to be considered include:

- A. Training, experience and position, including certifications.
- B. Employee's overall performance/disciplinary record.
- C. Seniority.

As between two employees, if one and two above are relative equal, then seniority shall prevail.

5.2 As determined by FIU, layoffs may be confined to a department(s) or any other organizational subdivision of FIU.

5.3 Laid off employees shall have recall rights only to positions within the bargaining unit. Recall will be in reverse order of layoffs. No new bargaining unit employees will be hired by the department(s) until all laid off members of the bargaining unit are offered recall. Any employee offered recall at his/her last known address must contact FIU and agree to return to work within 21 calendar days or forfeit all recall rights.

**Article 6**  
**Safety**

6.1 FIU shall make every reasonable effort to provide employees a safe and healthy working environment. FIU and SEIU Local 1991 agree to work cooperatively toward reducing job-related injuries and Workers' Compensation costs by encouraging improved safety measures.

6.2 When an employee believes that a condition exists at a the University which is a violation of an established health or safety rule, or which is a hazard to persons or property, such condition shall be reported immediately to the appropriate supervisor or supervisor's designee. The University shall investigate the report and respond to the employee in a timely manner.

6.3 Complaints which arise under this section shall be grievable, but only to Step 2 of the grievance procedure of Article 4.

## **Article 7 Wages**

### **7.1 Salary Increases for Fiscal Year 2005-06**

(a) Legislative Increase. The Board shall provide all eligible bargaining unit employees with the salary increase appropriated by the 2005 Florida Legislature in the 2005-06 General Appropriations Act. Specifically, effective August 1, 2005 from the funds provided in Specific Appropriation 2086 by the Florida Legislature, each eligible employee shall receive a three and six-tenths percent (3.6%) competitive pay adjustment to the employee's July 31, 2005 base rate of pay. Eligible employees refers solely to those employees who are, at a minimum, meeting their required performance standards according to their most recent annual evaluation. "Achieves Standards/Proficient" is the minimum required performance standard. If an ineligible employee achieves performance standards (in accordance with their most recent annual evaluation) after the implementation of the pay adjustment but prior to the end of the 2005-06 Fiscal Year, the employee may receive the increase; however, such increase shall be effective on the date the employee becomes eligible, not retroactively.

(b) The Board shall provide each eligible bargaining unit employee with a salary increase at the rate of eight hundred dollars (\$800.00), prorated based on FTE, effective April 1, 2006 ("effective date"). To be eligible, the employee must have been employed with the University on or before July 1, 2005 and must be continuously employed through the date of joint ratification. In addition, to be eligible the employee must, at a minimum, be meeting their required performance standards according to their most recent annual evaluation. "Achieves Standards/Proficient" is the minimum required performance standard.

(c) Competitive Pay Adjustment. The Board recognizes the competitiveness issues presented by the unique combination of all of the following factors: the level of skills necessary to perform the job functions entailed in the bargaining unit positions; high demand for nurses in the local market, and retention difficulties arising from such high demand; difficulties in attracting qualified persons to fill open positions due to low salary levels; and job insecurity arising from employment in a department that is required to be largely self-supporting. In recognition of the above, the Board shall provide each eligible bargaining unit employee with a competitive pay adjustment of two thousand five hundred dollars (\$2,500.00), prorated based on FTE, effective April 1, 2006 ("effective date"). To be eligible, the employee must have been employed with the University on or before July 1, 2005 and must be continuously employed through the date of joint ratification. In addition, to be eligible the employee must, at a minimum, be meeting their required performance standards according to their most recent annual evaluation. "Achieves Standards/Proficient" is the minimum required performance standard.

### **7.2 Salary Increases for Fiscal Year 2006-07**



## Exhibit "A"

(a) Legislative Increase. The Board shall provide eligible bargaining unit employees with wage increases for the 2006-07 Fiscal Year, as appropriated by the 2006 Florida Legislature for State University System (SUS) employees in the 2006-07 General Appropriations Act ("legislative increase"). If the legislative increase is provided as a general across the board wage increase, then the University shall implement the increase across the board and otherwise consistent with the appropriations language of the 2006-07 General Appropriations Act. If the legislative increase is provided as a performance or merit-based increase, the University shall implement the increase in accordance with subsection (d) below to the extent such implementation is consistent with the appropriations language of the 2006-07 General Appropriations Act.

(b) In addition to any wage increase under Section 7.2(a) above, the Board shall provide each eligible bargaining unit employees with a salary increase at the rate of five hundred dollars (\$500.00), prorated based on FTE, effective December 1, 2006 ("effective date"). To be eligible, the employee must have been employed with the University on July 1, 2006 and must be continuously employed through the effective date. In addition, to be eligible the employee must, at a minimum, be meeting their required performance standards according to their most recent annual evaluation. "Achieves Standards/Proficient" is the minimum required performance standard.

(c) Competitive Pay Adjustment. In addition to the wage increases provided under Sections 7.2(a) and (b) above, and in recognition of the competitiveness issues created by the combination of factors noted in Section 7.1(c) above, the Board shall provide each eligible bargaining unit employee with a competitive pay adjustment of one thousand two hundred and fifty dollars (\$1,250.00), prorated based on FTE, effective December 1, 2006 ("effective date"). To be eligible, the employee must have been employed with the University on or before July 1, 2006 and must be continuously employed through the effective date. In addition, to be eligible the employee must, at a minimum, be meeting their required performance standards according to their most recent annual evaluation. "Achieves Standards/Proficient" is the minimum required performance standard.

(d) Merit Pay. In the event the 2006 Florida Legislature makes available merit pay funds for distribution to State University System employees for Fiscal Year 2006-07 through a specific appropriations in the 2006-07 General Appropriations Act, said funds shall be distributed in accordance with this subsection to the extent it is consistent with 2006-07 General Appropriations Act. An eligible bargaining unit employee may receive a merit pay increase. The amount of merit pay received by an employee will be in accordance with the criteria and rating of the Operational Excellence Award. Merit increases shall be effective on December 1, 2006. Merit increases will be made to adjust the base salary rate of the bargaining unit member receiving the benefit. To be eligible, the employee must have been employed on January 1, 2006. In addition, the

employee must be continuously employed through the date that the merit increase is awarded.

### **7.3 Salary Increases for Fiscal Year 2007-08**

(a) Legislative Increase. The Board shall provide eligible bargaining unit employees with wage increases for the 2007-08 Fiscal Year, as appropriated by the 2007 Florida Legislature for State University System (SUS) employees in the 2007-08 General Appropriations Act ("legislative increase"). If the legislative increase is provided as a general across the board wage increase, then the University shall implement the increase across the board and otherwise consistent with the appropriations language of the 2006-07 General Appropriations Act. If the legislative increase is provided as a performance or merit-based increase, the University shall implement the increase in accordance with subsection (d) below to the extent such implementation is consistent with the appropriations language of the 2007-08 General Appropriations Act.

(b) In addition to any wage increase under Section 7.3(a) above, the Board shall provide each eligible bargaining unit employees with a salary increase at the rate of three hundred dollars (\$300.00), prorated based on FTE, effective December 1, 2007 ("effective date"). To be eligible, the employee must have been employed with the University on July 1, 2006 and must be continuously employed through the effective date. In addition, to be eligible the employee must, at a minimum, be meeting their required performance standards according to their most recent annual evaluation. "Achieves Standards/Proficient" is the minimum required performance standard.

(c) Competitive Pay Adjustment. In addition to the wage increases provided under Sections 7.3(a) and (b) above, and in recognition of the competitiveness issues created by the combination of factors noted in Section 7.1(c) above, the Board shall provide each eligible bargaining unit employee with a competitive pay adjustment of one thousand two hundred dollars (\$1,200.00), prorated based on FTE, effective December 1, 2007 ("effective date"). To be eligible, the employee must have been employed with the University on or before July 1, 2006 and must be continuously employed through the effective date. In addition, to be eligible the employee must, at a minimum, be meeting their required performance standards according to their most recent annual evaluation. "Achieves Standards/Proficient" is the minimum required performance standard.

(d) Merit Pay. In the event the 2007 Florida Legislature makes available merit pay funds for distribution to State University System employees for Fiscal Year 2007-08 through a specific appropriations in the 2007-08 General Appropriations Act, said funds shall be distributed in accordance with this subsection to the extent it is consistent with 2007-08 General Appropriations Act. An eligible bargaining unit employee may receive a merit pay increase. The amount of merit pay received by an employee will be in accordance with the

criteria and rating of the Operational Excellence Award. Merit increases shall be effective on December 1, 2007. Merit increases will be made to adjust the base salary rate of the bargaining unit member receiving the benefit. To be eligible, the employee must have been employed on January 1, 2007. In addition, the employee must be continuously employed through the date that the merit increase is awarded.

**7.4 Contract and Grant-Funded Employees.**

Employees on contracts or grants shall receive salary increases provided that such salary increases are permitted by the terms of the contract or grant and adequate funds are available for this purpose in the contract or grant..

**7.5 Additional Salary Increases**

Nothing contained herein shall prevent FIU from providing salary increases beyond the increases specified above. These increases may be provided for market equity considerations, including verified counteroffers and compression/inversion; increased duties and responsibilities; special achievements; litigation/settlements; and similar special situations.

**7.6 Salary Compensation Study**

The University agrees to conduct a salary compensation study regarding bargaining unit members' compensation with the results being available no later than twelve (12) months from the date of ratification of this agreement. This data will be used in collective bargaining negotiations regarding the 2008-2011 Collective Bargaining Agreement.

## **Article 8 Dues Deduction**

### Section 1

During the term of this Agreement FIU will deduct SEIU dues and other authorized deductions in an amount established by the SEIU and certified in writing by the SEIU to FIU, from employee's pay for those employees who individually make such request on the deduction form provided by the SEIU included as Appendix A. Such deductions will be made by FIU when other payroll deductions are made and will begin with the paycheck for the first full pay period following receipt of the authorization card by the University.

### Section 2

The SEIU shall advise FIU of any increase in dues or other authorized deductions in writing at least thirty (30) days prior to its effective date.

### Section 3

This article applies only to the deduction of membership dues and shall not apply to the collection of any fines, penalties, or special assessments.

FIU will not be required to process Dues Deductions Authorization Forms that are: (1) incorrectly and/or incompletely filled out; (2) postdated; or (3) submitted to FIU more than sixty (60) days following the date of the employee's signature.

### Section 4

Deductions of dues and other authorized deductions shall be remitted exclusively to the SEIU by FIU within thirty (30) days after the deductions are made, or as soon as practical thereafter, along with a list containing the names of the employees from whom the remittance is made.

### Section 5

In the event an employee's salary earnings within any pay period, are not sufficient to cover dues and any other authorized deductions, it will be the responsibility of the SEIU to collect its dues for that pay period directly from the employee.

### Section 6

Deductions for SEIU dues and other authorized deductions shall continue until either: (1) revoked by the employee by providing FIU and SEIU with thirty (30) days written notice that the employee is terminating the prior deduction authorization; (2) revoked pursuant to Section 447.507 Florida Statutes; (3) the termination of employment; or (4) the transfer, promotion, or demotion of the employee out of this bargaining unit. If these deductions are continued when any of the above situations occur, the SEIU shall, upon notice of the error, reimburse the employee for the deductions that were improperly withheld.

Exhibit "A"

Section 7

The SEIU shall indemnify, defend, and hold FIU, the Florida Board of Governors, the State of Florida, and its officers, officials, agents, and employees harmless against any claim, demand, suit, or liability (monetary or otherwise), and for all legal costs arising from any action taken or not taken by FIU, or other officials, agents, and employees in complying with this Article. The SEIU shall promptly refund to FIU any funds received in accordance with this Article which are in excess of the amount of dues and other authorized deductions which FIU has agreed to deduct.

**Article 9**  
**Replacement of Personal Property**

9.1 Policy.

A. An employee, while on duty and acting within the scope of employment, who suffers damage or destruction of the employee's watch or prescription eye wear, or such other items of personal property that have been given prior approval by the University as being required by the employee to adequately perform the duties of the position, will be reimbursed as provided herein.

B. A written report must be filed detailing the circumstances under which such property was damaged or destroyed and any additional forms required to be filed under the FIU Policy on Approval of Perquisites.

9.2 Specific Reimbursement Allowances and Approvals.

A. The University shall authorize reimbursement for repair or replacement of such property, not to exceed the following amounts:

1. Watch - \$75.00
2. Prescription eye wear - \$200 (including any required examination);
3. Other items – The Chief Administrative Officer or designee, shall have final authority to determine the reimbursement value of any items other than watches or prescription eye wear; and
4. Such reimbursement shall be with the approval of the Chief Administrative Officer or designee. Approvals shall not be unreasonably withheld.

**Article 10  
Prevailing Rights**

All existing pay and benefits provisions contained in University personnel policies which are not specifically provided for or modified by this Agreement or the personnel policies referenced in Section 15.1 of this Agreement or otherwise provided to SEIU during these collective bargaining negotiations, shall be in effect during the term of this Agreement. As provided under Section 15.3, any claim by an employee concerning the application of such provisions shall not be subject to the Grievance Procedure of this Agreement, but shall be subject to the method of review prescribed by University rule or policy, or other appropriate administrative or judicial remedy.

## **Article 11 Management Rights**

11.1 Each of the rights described below shall be vested exclusively in FIU subject only to such restrictions governing the exercise of these rights as expressly provided in this Agreement.

11.2 The management of personnel and the direction of the work force, including but not limited to the exclusive rights to determine whether all or any part of the operations covered by this Agreement shall commence, cease, continue, reduce or increase; to remove the operation or any part thereof to any location; to establish new jobs; to abolish or change existing jobs and to increase or decrease the number of jobs or employees; to change materials, processes, products, service, equipment, work schedules and methods of operation to introduce new materials, equipment, services or facilities; to assign work to be performed; to assign or reassign employees to shifts, increase or abolish shifts and rotate shifts; to require employees to work overtime; to establish and change hiring procedures; to set the work schedules; to transfer employees from job to job, shift to shift or campus to campus either on a permanent or temporary basis; to evaluate and direct the work of the employees covered by this Agreement; to maintain, enforce, rescind or change FIU or departmental policies, procedures, rules of conduct, orders, practices, and directives not inconsistent with this Agreement; to establish or change operational standards; to determine the services to be provided by FIU and its personnel; to lay off employees as provided in Article 5; to establish requirements for employment; to promote and demote employees; and to have complete authority to exercise those rights and powers incidental thereto, including the right to alter or vary past practices as FIU may determine to be necessary for its orderly and efficient operation. Each of the rights described above shall be vested exclusively in FIU, subject only to such restrictions governing the exercise of these rights as are expressly and specifically provided in this Agreement.

11.3 The University's failure to exercise any right hereby reserved to it or its exercising any right in a particular way shall not be deemed a waiver of its right to exercise such right, nor preclude FIU from exercising the same right in some other way not in conflict with the express provisions of this Agreement.

11.4 If a civil emergency is declared under State law, the provisions of this Agreement may be suspended by FIU during the time of the declared emergency, provided that the wage rates and monetary fringe benefits shall not be suspended.

11.5 It is understood by the parties that every incidental duty connected with the operations enumerated in job descriptions is not always specifically described and employees, at the direction of management, may be required to perform other job-related duties not specifically contained in their job description.



Exhibit "A"

11.6 The Union agrees that its members shall comply with all rules and regulations, including those relating to conduct and work performance.

11.7 The parties also recognize that pursuant to the Management Rights clause of this Agreement, FIU has the right to amend and modify its rules and to implement reasonable rules and regulations except as expressly provided in this Agreement.

**Article 12**  
**Totality of Agreement**

Section 1

FIU and the SEIU acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to present proposals with respect to any and all matters lawfully subject to collective bargaining, and that all of the understandings and agreements arrived at by FIU and the SEIU thereby are set forth in this Agreement between the parties for its duration.

Section 2

FIU and the SEIU, during the term of this Agreement, voluntarily and unqualifiedly waive the right, and agree that the other shall not be obligated, to bargain collectively with respect to any subject or matter whether or not referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement.

Section 3

Modifications. Nothing herein shall preclude FIU or the SEIU from mutually agreeing to alter, amend, supplement, delete, enlarge, or modify any of the provisions of this Agreement in writing.

**Article 13**  
**Savings Clause**

If any provision of this Agreement should be rendered or declared invalid, unlawful, or not enforceable by any court action or by reason of any existing or subsequently enacted legislation; or if the appropriate governmental body having amendatory power to change a law, rule, or regulation which is in conflict with a provision of this Agreement, fails to enact or adopt an enabling amendment to make the provision effective, in accordance with Section 447.309(3), Florida Statutes; then such provision shall not be applicable, performed, or enforced, but the remaining parts or portions of this Agreement shall remain in full force and effect for the term of this Agreement.

**Article 14**  
**Duration**

This Agreement shall be effective on the date of ratification by both parties and shall remain in full force and effect for three (3) years thereafter.

**Article 15**  
**Maintenance of University Policies and Rules**

15.1 The Board shall adopt and maintain University rules or policies governing the areas of Permanent Status, Disciplinary Actions, Change of Assignment, Method of Filling Vacancies, Personnel Records, Performance Evaluations, and Approval of Perquisites, Bereavement Leave, Business-Related Travel, Catastrophic Pool, Compressed Work Schedule, Dual Employment and Compensation, Educational Incentive Awards, Employment Offers, Flexible Work Schedule (Flextime), FMLA, Parental and Medical Leave, Holidays, Jury Duty and Court Appearances, Learning Opportunities, Living Wage Salary Adjustment, Military Leave, Moving Expenses, Operating Hours, Rest, and Meal Periods, Operational Excellence Award (OEA), Overtime Pay and Compensatory Time, Personal Leave of Absence without Pay, Professional Development Leave, Project-Based Pay, Same-Sex Domestic Partnership Health Insurance Stipend, Shift Differential Pay, Sick Leave, Sick Leave Pool, Spot Awards, Tuition Waiver Program, Vacation Leave, Variable Compensation Plan. Once adopted by the Board these University policies or rules shall remain in effect for the duration of this Agreement.

15.2 Upon ratification of a Collective Bargaining Agreement between the parties, the University will not implement a new University policy or rule changing a term or condition of employment of bargaining unit members, or an amendment to a University policy or rule changing a term or condition of employment of bargaining unit members, unless such new or amended policies are mutually agreed to by the parties through the collective bargaining process..

15.3 This Article shall not be subject to the Agreement's Grievance and Arbitration procedure. No alleged violation of a University rules or policy may be redressed through the Agreement's Grievance and Arbitration procedure. Any claim by a bargaining unit member concerning the application of any Board or University rule or policy shall be subject to the processes defined by University rule or policy or other available administrative or judicial remedies.

**APPENDIX A  
SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU)  
DUES AUTHORIZATION FORM**

I authorize the University to deduct from my pay, starting with the first full pay period commencing not earlier than seven days from the date this authorization is received by the University, membership dues deductions of the Service Employees International Union Local 1991 (SEIU) as established from time to time by SEIU in accordance with its Constitution, and as certified to the Board by SEIU. Furthermore, I understand that such dues will be paid to SEIU.

This authorization shall continue until either (1) revoked by me at any time upon thirty days written notice to the University's Human Resources Office; (2) my transfer, demotion or promotion out of the bargaining unit; (3) termination of employment; or (4) revoked pursuant to Section 447.507, F.S.

By signing this form, I authorize the University to release my Social Security number to SEIU in reporting dues deductions.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Social Security No. \_\_\_\_\_

\_\_\_\_\_  
Name (Print) University

\_\_\_\_\_  
Department or Work Location Job Classification

\_\_\_\_\_  
Home Address - Street Home Phone

\_\_\_\_\_  
City, State, Zip Code, County, Class, Local

For SEIU Use Only  
\_\_\_\_\_

Exhibit "A"

IN WITNESS WHEREOF, the parties have set their signatures this \_\_\_\_\_ day  
of \_\_\_\_\_, 2006.

FOR THE FLORIDA  
INTERNATIONAL UNIVERSITY  
BOARD OF TRUSTEES

FOR THE SERVICE EMPLOYEES  
INTERNATIONAL UNION

\_\_\_\_\_  
David R. Parker  
Chairman

\_\_\_\_\_  
Gene Moriarty  
Assistant Director

\_\_\_\_\_  
Modesto A. Maidique  
President

\_\_\_\_\_  
Judith A. Blucker, Chief Negotiator

Maria Alam  
Ken Johnson  
Joann Cuesta-Gomez  
Robert Dollinger

Edena Franklin  
Penelope Benson  
Pamela McGuinness





**THE FLORIDA INTERNATIONAL UNIVERSITY  
BOARD OF TRUSTEES**

**8 MAY 2006**

**SUBJECT: ADOPTION OF PERSONNEL POLICIES FOR SEIU BARGAINING UNIT  
EMPLOYEES.**

---

**PROPOSED BOARD ACTION:**

Recommend Board adoption of the following Resolution:

WHEREAS, the Board of Trustees (“BOT”) is the public employer of all employees of the University and is charged with establishing the personnel program for all University employees;

WHEREAS, the University and the Service Employees International Union Local 1991 (“SEIU”) – FIU Chapter, through the collective bargaining process have bargained Personnel Policies (“Policies”) governing those employees who are within the bargaining unit represented by the SEIU;

NOW, THEREFORE BE IT RESOLVED, that the Board of Trustees adopts the Policies attached hereto as Exhibit B

BE IT FURTHER RESOLVED, that the Policies attached hereto as Exhibit B shall be effective immediately and shall remain in effect for a period co-extensive with the duration of the 2005-2008 BOT-SEIU Collective Bargaining Agreement;

BE IT FURTHER RESOLVED, that the University Administration take all actions necessary to give effect to this Resolution.

**BACKGROUND INFORMATION:**

**LEGAL AUTHORITY:**

**Resolution of the Florida Board of Governors, dated January 7, 2003. Resolution delegating and delineating powers of local boards of trustees, provides in pertinent part:**

19. Each board of trustees shall establish the personnel program for all employees of the university, including the president, pursuant to the provisions of chapter 1012 and, in accordance with rules and guidelines of the Board of Governors, including: compensation and other conditions of employment, recruitment and selection, nonreappointment, standards for performance and conduct, evaluation, benefits and hours of work, leave policies, recognition and awards, inventions and works, travel, learning opportunities, exchange programs, academic freedom and responsibility, promotion, assignment, demotion, transfer, tenure and permanent status, ethical obligations and conflicts of interest, restrictive covenants, disciplinary actions, complaints, appeals and grievance procedures, and separation and termination from employment. No rule of the Board of Governors shall be considered to in any way contravene the responsibility of each of the university board of trustees to act as the sole public employer with regard to all public employees of its universities for the purposes of collective bargaining in accordance with chapter 447, Florida Statutes.

BE IT RESOLVED that it is the intent of the Board of Governors that the university boards of trustees shall be the sole public employers with respect to all public employees of the respective state universities as provided in s. 447.203(2) and (10), F.S. for the purpose of collective bargaining, and no rule previously adopted by the Board of Governors shall contravene this intent or shall be in conflict with the boards of trustees adoption of rules in furtherance of their responsibilities as public employers.

**Explanation for Proposed Board Action:**

The parties discussed and negotiated Personnel Policies (“Policies”) through collective bargaining negotiations consistent with their obligations under Chapter 447, Florida Statutes. These resulting Policies are binding upon the parties and can not be changed for a term coextensive with the duration of the 2005-2008 BOT-SEIU Collective Bargaining Agreement (“BOT-SEIU Agreement”) unless the parties mutually agree otherwise. The Policies shall be enforced through the Internal Resolution Process that is contained within the Policies.

---

**EXHIBITS/SUPPORTING DOCUMENTS:**

- EXHIBIT B: PERSONNEL POLICIES FOR SEIU BARGAINING UNIT EMPLOYEES

**FACILITATOR/PRESENTER:**

- CHAIRMAN DAVID PARKER

**The Florida International University  
Board of Trustees**

**and**

**The Service Employees International Union  
Local 1991**

**Policies**

**2005-2008**

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## **Access to Official Personnel Records**

### **Purpose:**

To establish what constitutes the University's official personnel records and provide means for individuals to inspect such records.

### **Policy:**

The only official personnel records are maintained in the Division of Human Resources.

When any personnel decisions are made, other than for faculty tenure and promotion, the only documents which may be used are those contained in the official personnel file. There will be separate files solely for tenure and promotion which will be kept by the departments or colleges.

Generally, University personnel records are public records and under the Sunshine Law are open for public inspection.

All requests for employee information, including both, current or former employees, must be submitted in writing to the Division of Human Resources for production.

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

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

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

## **Advertising**

### **Purpose:**

To create a systematic and consistent process by which we notify the internal/external community of the job opportunities available within the University.

### **Policy:**

All employment advertisement shall be centrally coordinated through the Division of Human Resources (DHR)

Hiring departments must advertise in various media (i.e. JobsLink, newspapers, trade journals, industry circulars, electronic media, etc.) depending on the level of the position.

Hiring departments can elect to advertise non-required positions in the various media provided they have the budget.

Advertising can be done locally and/or nationally depending on the level of the position.

DHR provides guidance and recommendations to the hiring department to ensure consistency and compliance in advertising.



## **Animals in the Workplace**

### **Purpose:**

To provide guidelines for the presence of animals in the workplace.

### **Policy:**

The workplace is intended to be devoted to the efficient and effective environment conducive to the education and related services to students, parents and members of the community. The presence of animals not devoted to accomplishing these objectives is disruptive, non-hygienic, and potentially unsafe, and can prove to be a distraction to the work and lifestyles of faculty, staff, students and visitors. In addition, members of the University community may have allergies to or simply be afraid of animals.

The presence of animals in the work place may pose a safety concern putting the University at a risk of potential liability. Therefore, animals are not allowed in the work place. The sole exceptions to this policy are dogs being used by law enforcement personnel, animals being used for research purposes, or serving as guides or aides to their owners, such as seeing-eye dogs. If the animal is being used as an ADA accommodation, the Office of Equal Opportunity Programs must be notified in writing.

## **Anonymous Complaints**

### **Purpose:**

To establish a policy on the handling of anonymous complaints.

### **Definition:**

**Complaint** - A complaint is an expression of dissatisfaction or concern related to a workplace situation. It does not apply to discrimination or sexual harassment as other processes are available to address such issues (See Sexual Harassment Rule # \_\_\_\_\_).

### **Policy:**

The University attempts to deal openly, fairly and effectively with any comment or complaint of an individual, service provided, or any of its processes, and to offer an appropriate remedy to anyone who is adversely affected.

The University understands that there may be cases when an individual might want to report their concerns anonymously or with confidentiality. To the extent possible, the University will keep reports confidential. If the individual does not identify himself or herself, however, the University might not be able to respond appropriately to the individual's concern. Further, there may come a time when the University cannot proceed with the investigation without obtaining additional information from the reporting person or others. Therefore, persistent anonymous complaints will be systematically addressed to determine if the complaint(s) should be investigated.

## **Approval of Perquisites**

### **Purpose:**

To establish a policy relating to the approval of Perquisites for University employees.

### **Definition:**

"Perquisites" means those things, use of, or services which carry a monetary value from which the employee benefits.

### **Policy:**

Perquisites may be furnished to University employees in those specific instances where Human Resources determines that the furnishing of such is in the best interest of the University, and/or is justified by the requirement of the position.

Perquisites may be considered as part of the employee's total compensation; therefore, the kind and value of Perquisites shall be as uniform and practical in similar situations. The value of Perquisites shall not be used to compute the employee's rate of pay. There may be federal income tax consequences of such Perquisites in accordance with the Internal Revenue Code.

This policy does not apply to those benefits which are by law required to be bargained in good faith.

## **Bereavement Leave**

### **Purpose:**

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

### **Definition:**

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

### **Policy:**

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

## **Business-Related Travel**

### **Purpose:**

To compensate non-exempt employees traveling on University business.

### **Policy:**

Travel is clearly work time, and is therefore compensable, when it cuts across the employee's workday. The employee is simply substituting travel for other duties. The time is not only hours worked on regular working days during normal working hours but also during the corresponding hours on nonworking days. Thus, if an employee regularly works from 8:30 a.m. to 5:00 p.m. from Monday through Friday the travel time during these days/hours is considered work time as well as during any other days.

Time worked is always compensable, regardless of whether work is performed at the work site, while traveling on University business, or if it takes place within or outside of normal work hours.

A lunch period during which an employee is relieved of all his assigned duties is not compensable.

If an employee is required to attend a business-related function, the employee must be compensated.

If an employee requests a specific itinerary that is different from the University-recommended itinerary, only the estimated travel time associated with the University's recommended itinerary will be eligible for compensation.

An employee is only compensated during administrative work hours from the time travel begins, to the time travel ends. Any portion of the employee's normal work hours that the employee spends away from the work site that is not within travel time is not compensated. If travel time ends during the employee's normal work hours, the employee must take leave or return to work, unless prior arrangements have been made, such as flexible work hours.

## **Catastrophic Pool**

### **Purpose:**

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

### **Definition:**

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

### **Policy:**

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

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

Leave time used will be counted towards the Family Medical Leave Act (FMLA) entitlement.

## Children in the Workplace

### **Purpose:**

To provide guidelines for the presence of children in the work place for other than official University activities involving children.

### **Policy:**

Employees with dependent children are expected to make regular arrangements for proper care of their children while at work.

The University must consider issues of safety, confidentiality, disruption of operations, disruption of services, disruption to other employees, and legal liability as well as sudden emergencies, posed by the presence of children in the work place. Therefore, University employees are prohibited from bringing children on campus during working hours.

Supervisors may grant permission for a temporary, unforeseen emergency, but no parent can have a child in the workplace without the supervisor's permission or use the workplace as an alternative to childcare or for any other purpose.

If bringing a child to work with the employee is unavoidable, the employee must obtain permission from his/her supervisor to have the child accompany the employee while working. Factors the supervisor will consider are the age of the child, how long the child needs to be present, the work environment in the employee's area, and any possible disruption to the employee's and co-worker's work. When authorized, the accompanying adult must supervise the child at all times.

Supervisors may direct an employee to remove a child from the workplace. No child may be left unaccompanied by an adult in the work place, and any employee who brings a child to the work place and leaves him or her unattended in an office, room, hall, lounge, restroom, lunch area or elsewhere will be subject to discipline, up to and including dismissal.

No minor may be allowed in an area that is potentially hazardous (i.e., where hazardous equipment, human derived materials, radioactive materials, etc., are located); such prohibited areas include workshops and laboratories, areas where chemicals are stored, and plant rooms.

Children exhibiting symptoms of potentially contagious illnesses should not be brought to the workplace.

Institutional computers are University property and vital equipment, intended for use only by employees and in the course and scope of assigned duties. Computers are not to be used as a toy or entertainment for visiting children.

Exhibit "B"

The University does not accept any liability for injuries to children who are on campus in violation of this policy.



## Compressed Work Schedule

### **Purpose:**

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

### **Policy:**

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

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

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

Operational requirements must be met.

Service to the customer must be maintained or improved.

Costs to the University will not be increased.

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

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

Compressed workweek schedules must be set (not varying from pay period to pay period), but may be any of the following for a two week pay period:

- Four ten-hour days each week, with a work day off each week
- Four nine-hour days and one four-hour work day off each week (one afternoon or morning off each week)

When a paid holiday falls on an employee's regularly scheduled day off, the following may occur:

- the employee will be granted another day off during that pay period; paid leave is allocated by the hour and not the day;
- the employee may have the option of reverting back to the regular schedule during that pay period in which the holiday falls

All requests must be in writing.

## Exhibit "B"

Exempt employees, by definition, will continue to receive the same salary from week to week regardless of the schedule worked.

The pre-approved compressed work schedule agreement may be terminated at any time based on business necessity.

## **Confidentiality Agreements**

### **Purpose:**

To prohibit the unauthorized exchange of confidential information between the employee and any other party who does not have the right to receive the information.

### **Policy:**

Any written or oral statement containing confidential, personal information related to business, financial or medical transactions, including name, birth date, address, telephone number, social security number, personal photograph, amounts paid or charged on University charge cards is to be safeguarded.

It is the legal and ethical responsibility of all Florida International University faculty, staff employees, students, and volunteers to preserve and protect the privacy, confidentiality and security of all confidential information, written or verbal, acquired during their course of work at Florida International University. Use of confidential information for any personal gain, or offer of such information to any individuals or publications to the detriment of Florida International University during or subsequent to employment is forbidden.

Willful violation or unauthorized activities compromising the Confidentiality Agreement made between the employee and employer (Florida International University) will constitute just cause for disciplinary action up to and including termination of employment.

## **Conflict of Interest**

### **Purpose:**

The University is required by the Florida Statutes and the University Code of Conduct to ensure that its employees follow a code of conduct which avoids any conflict of interest, or appearance of conflict of interest, between the performance of the employee's public duties and any outside personal interests.

### **Definitions:**

**Outside activity** - shall mean any private practice, private consulting, additional employment, teaching or research, or other activity, whether compensated or uncompensated, which is not part of the employee's assigned duties and for which the University provides no compensation.

**Conflict of interest** - shall mean any conflict between the private interests of the employee and the public interests of the University, the Board of Governors, or the State of Florida, or any activity which interferes with the performance of the employee's professional or institutional responsibilities or obligations.

### **Policy:**

Conflicts of interests, including those arising from University or outside activities are prohibited. Employees are responsible for resolving such conflicts of interest, working in conjunction with their supervisors and other University officials.

Any University employee considering outside activity/interest is required to complete the Report of Outside Activity Form prior to engaging in such activity and may not engage in such activity until the outside activity has been approved.

The Report of Outside Activity Form must be completed on an annual basis and/or when an outside activity begins or substantially changes, or has not been previously reported.

## **Death of an Employee**

**Purpose:**

To administer a uniform policy for reporting the death of an employee.

**Policy:**

Dean, Directors and/or Department Heads must report the death of an employee to the Division of Human Resources as soon as possible, after receiving notice.

## **Direct Deposit**

**Purpose:**

To outline and enforce a mandated process for the disbursement of compensation.

**Policy:**

As a condition of employment, all employees are required to authorize their paychecks to be electronically submitted to their financial institutions.

Failure to comply with this requirement will result in termination of employment.

## Disciplinary Actions

### **Purpose:**

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

### **Definitions:**

**Severe Disciplinary Actions** – defined as suspensions, demotions and involuntary terminations.

**Suspension** - occurs when an employee is taken off duty for a day or more without pay.

**Involuntary Demotion** - occurs when an employee is involuntarily subjected to a reduction in pay and higher functioning duties are permanently removed resulting in a lower level position.

**Involuntary Termination** - occurs when an employee is permanently separated from University employment.

### **Policy:**

A Pre-Disciplinary Review (PDR) must be conducted in conjunction with Human Resources before severe disciplinary action is imposed. The PDR shall provide a level of review for severe disciplinary actions recommended by supervisors.

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

The University reserves the right to impose discipline at any level, including immediate termination.

## **Dress Code**

**Purpose:**

To establish standards of appropriate attire within the workplace.

**Policy:**

Based on the needs of the department, the Dean or Director will set guidelines on attire for their respective units.

Guidelines are to be endorsed by the Vice President for Human Resources or designee.



## **Dual Employment and Compensation**

**Purpose:**

To administer the approval of additional University employment and compensation.

**Policy:**

All employees may be approved for secondary employment which constitutes dual employment provided such employment does not interfere with the regular work of the employee, and does not result in any conflict of interest between the two activities.

Approval must be requested and granted by Human Resources prior to commencement of the secondary employment.

The University is considered "the employer", whether the secondary duties are performed for the primary department, or for another department at the University. Consequently, such employment may not be disassociated from, and all hours worked in a workweek in such jobs must be aggregated together for non-exempt employees to determine if overtime over forty hours is due.

### **Educational Incentive Awards**

**Purpose:**

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

**Policy:**

Exempt and non-exempt employees may be granted an Educational Incentive Award upon submission of a program of study, degree and/or certification being pursued.

Course of study should be relevant to the position and/or departmental needs. Participation by the employee should be pre-approved by the Department Head.

Upon completion of a program/degree/certification, the employee must submit written confirmation of the completed coursework/license/certification to the supervisor.

The Educational Incentive Award is paid as a Bonus upon submission of proof of completion as follows:

|                                      |         |
|--------------------------------------|---------|
| Associate Degree                     | \$ 500  |
| Baccalaureate Degree                 | \$ 1000 |
| Master's Degree                      | \$1,500 |
| Doctorate Degree/Juris Doctor        | \$2,000 |
| Apprenticeship                       | \$ 500  |
| Journeyman                           | \$ 750  |
| Professional Registration or License | \$1,000 |
| Professional Certification           | \$ 500  |

## **Employment Offers**

**Purpose:**

To provide new employees with information regarding the terms and conditions of employment at the University and to ensure consistent personnel records indicating their acceptance.

**Policy:**

All offers of employment will be centrally administered by the Division of Human Resources.

The signed, original Offer of Employment becomes a permanent part of the employee's personnel file.

## Exit Reviews

### **Purpose:**

To administer a program to collect data regarding working conditions and other qualitative information from exiting employees as well as to ensure retrieval of University assets when an employee separates from employment.

### **Policy:**

All employees separating from the University are required to comply with the Exit Review Program which includes the:

- Exit Review Questionnaire, and
- Separation Clearance Form

All outstanding debts of departing employees, including the face value of any University asset not returned upon separation, will be deducted from final funds due to the employee, upon giving the employee written notification of the amount to be deducted and the reason thereof. If the final salary and accrued leave, if any, are not sufficient to satisfy the amount owed, any outstanding balance will be placed in Accounts Receivable with the Controller's Office.

## **Firearms and Dangerous Weapons**

### **Purpose:**

To establish a policy that prohibits the possession, storage, use or manufacturing of dangerous articles which pose a threat to the safety of persons or property.

### **Policy:**

The provisions of this policy are applicable to all employees, students, and any other individuals visiting or conducting business at the University. The only exceptions to this policy are as follows:

- Law enforcement officers who are in uniform.
- University law enforcement personnel.
- Faculty in the performance of instructional or research responsibilities, only with written approval from the Provost and previous notification to the University's Chief of Police.

All persons, except for those exempted above, are prohibited from possession, storage, manufacturing, or use of a dangerous implement, including but not limited to, firearms, destructive devices, explosives, slingshots, weapons, tear gas guns, electric weapons or devices and fireworks, on any property owned, used or under the control of Florida International University.

For purposes of this policy, the University's campuses and dormitories are not considered to be private residences, homes or places of business but rather property owned by FIU; therefore, individuals licensed to carry firearms are not exempted from the provisions of this policy on those premises.

Any violation of this policy will result in immediate termination of employment.

### **Flexible Work Schedule (Flextime)**

**Purpose:**

To administer the use of a flexible work schedule consistent with the University's efforts toward work/life balance.

**Policy:**

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

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

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

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

The pre-approved flexible work schedule agreement may be terminated at any time based on business necessity.

## **FMLA, Parental, and Medical Leave**

### **Purpose:**

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

### **Policy:**

#### **Family Medical Leave Act (Applies to all Employees)**

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

To qualify, an employee must use FMLA for the following reasons:

- The birth of a child and in order to care for that child;
- The placement of a child for adoption or foster care, and to care for the newly placed child;
- To care for a spouse, same-sex domestic partner, child, or parent – but not a parent-in-law with a serious health condition; or
- The serious health condition of the employee.

To be eligible for FMLA leave, an employee must:

- Have worked for the employer at least 12 months; and
- Have worked at least 1,250 hours during the 12 months prior to the start of the FMLA leave.

The University will grant the 12-week period under FMLA to eligible employees for the four reasons stated above and additional leave not to exceed a total of 6 months for the following three reasons:

- The birth of a child and in order to care for that child (parental leave);
- The placement of a child for adoption or foster care, and to care for the newly placed child (parental leave); or
- The serious health condition of the employee (medical leave).

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

#### **Parental Leave (Excludes Temporary and Student Workers)**

While an employee is on parental leave, the University will continue paying the matching portion of the employee's health and basic State life insurance premiums up to six months during the leave period.

If the employee has accrued or earned paid leave, the employee must use paid leave first and take the remainder of the leave period as unpaid leave. A

## Exhibit "B"

combination of accrued vacation and sick leave may be used. Leave may also be used intermittently or under certain circumstances the leave may be used to reduce the workweek or workday, resulting in a reduced work schedule.

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

For parental leave, documentation must be provided by the employee's doctor, spouse's doctor, or same-sex domestic partner of the expected due date. Parental leave may begin no more than two weeks prior to the delivery date.

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

### **Medical Leave** (Excludes Temporary and Student Workers)

While an employee is on medical leave, the University will continue paying the matching portion of the employee's health and basic State life insurance premiums up to six months during the leave period.

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

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

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



## Holidays

### **Purpose:**

To establish holidays observed by the University.

### **Policy:**

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

The approved Holidays are:

- New Year's Day
- Martin Luther King, Jr. Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day
- Two Winter Break Days

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

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

Workloads, emergency conditions, or certain critical staff may be required to work on a holiday.

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

## **I-9 Requirements**

### **Purpose:**

To enforce the federal requirements for certification of employment eligibility within the United States.

### **Policy:**

All employees must complete an I-9 (Employment Eligibility Verification) form within the first three days of employment.

An employer found to have recruited or employed an unauthorized alien for employment in the United States, shall be subject to pay a civil fine.

An employer can be fined not less than \$275 and not more than \$2,200, for each unauthorized alien for the first offense. An employer can be fined between \$2,200 and \$5,500 per unauthorized alien for a second offense, and between \$3,300 and \$11,000 for each third or subsequent offense.

## Information Technology Security

### **Purpose:**

To provide guidelines for information technology security

### **Policy:**

As part of Florida International University's mission, <http://www.fiu.edu/~instires/mission.html>, we strive to keep our resources safe and secure. In order to fulfill the mission of teaching, research and public service, the University is committed to providing a secure computing and networking environment that assures the integrity, availability, and confidentiality of information and information resources.

### **Protecting FIU's resources is a critical part of its mission.**

If you have any concerns about using or protecting information or Information Technology Resources to which you have access or control, you should contact the IT Security Office, [Security@fiu.edu](mailto:Security@fiu.edu).

### **General Responsibility**

Each member of the University community is responsible for adhering to all federal, state and local laws and FIU rules, regulations and policies, as the same may be amended from time to time, pertaining to the security and protection of electronic information resources that he/she uses, and/or over which he/she has access or control.

Resources to be protected include networks, computers, software, and data. The physical and logical integrity of these resources must be protected against threats such as unauthorized intrusions, malicious misuse, or inadvertent compromise. Contractors and participants in any activities outsourced to non-FIU entities must comply with the same security requirements.

### **Enforcement**

Persons who fail to adhere to this Policy may be subject to penalties as provided by law and/ or disciplinary action, including dismissal or expulsion. Violations will be handled through the University disciplinary policies applicable to employees and students. The University may also refer suspected violations of applicable law to appropriate law enforcement agencies.

Unauthorized or fraudulent use of University computing or telecommunications resources can also result in felony prosecution as provided for in the Federal and State of Florida Statutes.

### **Compliance**

I have read and I understand the above FIU General IT Security Policy and will adhere to all applicable laws, rules, regulations and policies pertaining to the security and protection of the University's electronic information resources.

## Exhibit "B"

### Laws, Rules and Regulations Impacting the Use of Florida International University Information Technology Resources And Addressing Privacy and Security Requirements

This is a representative list of the federal and State of Florida laws, rules and regulations that Florida International University, its faculty, staff and students must follow in their use of the University's information technology resources. This list is not comprehensive, but is intended to assist the reader to develop a basic understanding of the legal framework applicable to the activities of FIU, its faculty, staff and students in the information technology environment.

#### **Federal Laws:**

Child Pornography Prevention Act of 1996, 18 U.S.C. §§ 2251 *et seq.*

Copyright Laws, 17 U.S.C. §§ 101 *et seq.*

Credit Card Fraud, 18 U.S.C. § 1029

Criminal Infringement of a Copyright, 18 U.S.C. § 2319

Digital Millennium Copyright Act, 17 U.S.C. §§ 1201 *et seq.*

Economic Espionage Act of 1996, 18 U.S.C. §§ 1831-39

Electronic Communications Privacy Act, 18 U.S.C. §§ 2510-22 ("The Wiretap Act")

Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 CFR Part 99 ("FERPA" also known as the "Buckley Amendment")

Fraud and related activity in connection with computers, 18 U.S.C. § 1030 *et seq.*

Health Insurance Portability and Accountability Act, Administrative Simplification Provisions, 42 U.S.C. § 1320d, *et seq.* ("HIPAA")

HIPAA Privacy Rule, 45 C.F.R. Part 160; 45 C.F.R. Part 164, Subparts A and E

HIPAA Security Rule, 45 C.F.R. Part 164, Subpart C

Homeland Security Act of 2002, Pub. L. 107-296, 116 Stat. 2135 (HR 2002)

Unlawful Access to Stored Communications, 18 U.S.C. §§ 2701 *et seq.*

USA PATRIOT Act of 2001, Pub. L. No. 107-56, 115 Stat. 272

**Florida Laws:**

Computer Crimes Act, Fla. Stat. §§ 815.01 *et seq.*, §§ 775.082-084

Computer Pornography and Child Exploitation Prevention Act of 1986, Fla. Stat. §§ 847.0135 *et seq.*

Florida Public Records Act, Fla. Stat. Chapter 119

**Helpful Links:**

Official Web site for the U.S. Patent and Trademark Office,

[www.uspto.gov/main/trademarks.htm](http://www.uspto.gov/main/trademarks.htm)

Official Web site for the U.S. Copyright Office, [www.copyright.gov/](http://www.copyright.gov/)

**Information on the Fair Use Doctrine:**

U.S. Copyright Office, Circular 21, Reproduction of Copyrighted Works by Educators and Librarians, [www.copyright.gov/circs/circ21.pdf](http://www.copyright.gov/circs/circ21.pdf)

[www.copyright.gov/help/faq/faq-fairuse.html](http://www.copyright.gov/help/faq/faq-fairuse.html)

[www.copyright.gov/fls/fl102.html](http://www.copyright.gov/fls/fl102.html)

Official Web site for the U.S. Department of Health and Human Services, Office of Civil Rights, on HIPAA, [www.hhs.gov/ocr/hipaa/](http://www.hhs.gov/ocr/hipaa/)

Official Web site for the U.S. Department of Education, [www.ed.gov/](http://www.ed.gov/)

**Information on FERPA:**

[www.ed.gov/policy/gen/guid/fpco/ferpa/](http://www.ed.gov/policy/gen/guid/fpco/ferpa/)

**FIU IT Policies**

FIU Code of Computing Practice

<http://uts.fiu.edu/index.cfm?action=code>

FIUnet Acceptable Use Policy

<http://uts.fiu.edu/index.cfm?action=acceptpolicy>

FIU Academic Affairs Policies & Procedures Manual

<http://www.fiu.edu/provost/polman/sec11web.html#11.00>

IT Security Policies

[Security.fiu.edu](http://Security.fiu.edu)

Confirmation

Exhibit "B"

Please enter your Panther ID and User Name for confirmation that you have read and understood the FIU Information Technology Security Policy. Failure to do so may result in the loss of access to FIU Information Technology Resources.

Panther ID \_\_\_\_\_

User Name \_\_\_\_\_

## **Internal Recruitment, Promotions, Demotions & Transfers**

### **Purpose:**

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

### **Policy:**

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

Decisions regarding the career mobility of employees will be based on job-related factors such as their ability to meet the minimum requirements of the position, perform the essential functions of the position, past performance in their current position and the level of experience within the current position.

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

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

### **Promotion**

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

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

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

### **Demotion**

The downward mobility of an employee from one position to another position with a lesser degree of responsibility and a lower salary range.

A demotion can be voluntary or involuntary within the same division/department or from one division/department to another.

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

### **Transfer**

## Exhibit "B"

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

An employee being transferred usually maintains their current salary.



## Internal Resolution Process

### **Purpose:**

To establish and maintain a process which provides for the equitable resolution of complaints, misunderstandings, and issues for University employees.

### **Definition:**

**Complaint** - A complaint is an expression of dissatisfaction or concern related to a workplace situation. It does not apply to discrimination or sexual harassment as other processes are available to address such issues.

### **Policy:**

The University encourages open communication between employees and their supervisors to address concerns. While most differences can be worked out amicably between the employee and his/her supervisor, it is important to have a process by which employees can seek to resolve what they consider to be an inequitable application of University policies.

**Step 1 (Informal Remedy)** – An employee who believes that a specific action is the result of a violation of established policy, must meet jointly with their supervisor and their Dean or Director, within ten (10) days of the occurrence, to discuss and resolve issues that they believe have adversely affected their employment. Human Resources may be consulted by either party during Step 1. A written response to the issues/concerns raised by the employee and the outcome of the meeting must be provided to the employee within ten (10) days.

**Step 2 (Human Resources Review):** If the matter is not resolved in Step 1, the employee may appeal in writing to the Vice President for Human Resources, or designee within five (5) days of receipt of the Step 1 written response. The employee will be able to present any additional information or documents during the Step 2 Review. The Vice President for Human Resources, or designee will review the findings of Step 1 as well as any additional information provided by the employee, and render a decision within fifteen (15) days of the appeal request.

**Step 3 (Neutral Party Review):** If the employee is in disagreement with the decision rendered in Step 2, he or she may request a review by a neutral party within five (5) days of receipt of the Step 2 decision. The Neutral Reviewer will be chosen from a neutral panel list consisting of seven persons (7) who are either University employees, former University employees, or University alumni. The seven individuals on the neutral panel list shall be mutually agreed upon by the President or designee and the SEIU Representative or designee. Neutral panel members shall serve as the Neutral Reviewer on a rotational basis, the sequence to be determined by alphabetical order.

## Exhibit "B"

The Neutral Reviewer will review all information and documentation gathered during Step 1 and Step 2 and render a final and binding decision within twenty (20) days of the request for a Step 3 review. In rendering his or her decision, the Neutral Reviewer shall refrain from issuing any statements of opinion or conclusions, not essential to the determination of whether the act or event giving rise to the complaint violated applicable University regulations, policy, or process.

## **Jury Duty and Court Appearances**

### **Purpose:**

To administer a policy regarding jury duty and subpoena for court appearances.

### **Policy:**

An employee summoned to be a member of a jury panel, shall be granted leave with pay and any jury or witness fees shall be retained by the employee. Leave granted hereunder shall not affect the employee's vacation or sick leave balance.

An employee subpoenaed to represent the University shall have such duty considered a part of the employee's job assignment. The employee shall be paid travel expenses and incidentals. The employee shall give the University any fees received.

An employee is not paid for time off work because they were subpoenaed to appear in court for criminal or civil cases being heard in connection with the employee's personal matters, including but not limited to, appearing in traffic court, divorce proceedings, custody hearings, appearing as directed with a juvenile, etc. or service as a paid expert witness. The time off may be charged to accrued compensatory time (if applicable), vacation leave, or may be taken as leave without pay.

## **Learning Opportunities**

### **Purpose:**

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

### **Policy:**

All employees shall participate in a minimum of twenty (20) hours of professional development per calendar year. This development occurs during regularly scheduled work time, and must be approved by the Dean, Director, or Department Head.

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

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

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

## **Leave Pending Investigation**

**Purpose:**

To establish a policy on granting leave pending an investigation.

**Policy:**

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

## **Living Wage Salary Adjustment**

### **Purpose:**

To establish a procedure for the implementation and adjustment of minimum salaries for non-exempt employees to the living wage salary level, as determined by the U.S. Department of Health and Human services.

### **Policy:**

This policy requires the University to pay all non-exempt classified employees wages that are above the federal minimum wage level.

The living wage minimum is determined by the federal poverty guidelines established by the U.S. Department of Health and Human Services and is updated on a yearly basis.

The Division of Human Resources will monitor any changes to the living wage and will adjust salaries annually to meet the established threshold.

## **Loyalty Oath**

**Purpose:**

To administer a procedure for obtaining a signed Loyalty Oath from every University employee.

**Policy:**

Every employee of the University, as a condition of employment, shall execute a proper oath of loyalty as required by State law.

## **Military Leave**

**Purpose:**

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

**Policy:**

An employee, except an employee in a temporary position, who is drafted, volunteers for active military service, or who is ordered to active duty shall be eligible for military leave.

An employee shall receive their full pay in addition to their military pay for the first thirty (30) days of active duty. After the initial 30 days, the law allows those on active duty to receive the necessary pay to fill any gap between their military and civilian pay and continue their existing benefits. Leave payment of this type shall be made only upon military authority that thirty (30) days of military service have been completed.

Upon Separation from the military service, the employee shall be eligible to return to the former position held or a different position in the same class in the same geographic location provided the employee is honorably discharged.



## **Moving Expenses**

**Purpose:**

To certify employment eligibility for moving expenses of new hires.

**Policy:**

Hiring departments may cover moving expenses of new hires if such payment is clearly in the best interest of the University.

Division of Human Resources will certify request upon determination of employment eligibility of the prospective employee.

Payment of moving expenses shall ordinarily be limited to the cost of packing and shipping of household goods not to exceed 15,000 pounds, and reasonable expenses incurred for moving an automobile.

When household goods are shipped via a rental vehicle, the approved payment will be limited to the insuring of the vehicle.

The University will not authorize payment for cleaning of any residence in connection with the move, the unpacking of household goods, or payment of expenses associated with the personal move of the employee or family members.

## Nepotism

### **Purpose:**

To ensure that no preferential treatment will be afforded to individuals based on relationships that may place undue or inappropriate influence on terms and conditions of employment.

### **Definition:**

For the purpose of this policy, "relationship" is defined as individuals related by blood, marriage, adoption [e.g. father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother or half-sister, Florida Statute Section 112.3135(1)(d)]; a person a public employee intends to marry, or with whom the public employee intends to form a household, or any other natural person having the same legal residence as the public employee, Florida Statute Section 112.312, Code of Ethics; domestic partnership, dating, or other personal relationship in which objectivity might be impaired. "Line of authority" is defined as authority extending vertically through one or more organizational levels of supervision or management.

### **Policy:**

Relationship to another individual employed by the University shall not constitute a bar to hiring, promotion or reappointment, provided, that no employee shall be under the direct or indirect supervision or control of a related individual. The University retains the right to refuse to appoint a person to a position in the same department, division or facility, whereby his/her relationship to another employee can create an adverse impact on supervision, safety, security, morale, or involves a potential conflict of interest.

Individuals should not be employed in a department or unit, which will result in a subordinate-supervisor relationship between such individuals and any related individual as defined above through any "line of authority".

Related individuals, as defined by this policy, may not be supervised or work in the same division, department, or unit without prior approval from the Assistant Vice President of Human Resources and the Vice President in charge of Human Resources.

## **New Employee Experience**

**Purpose:**

To welcome new employees to the University and to acclimate them to our mission, vision, values, policies and procedures.

**Policy:**

All non-faculty employees are required to attend New Employee Experience on their first day of employment, which is a Monday. Faculty members are to attend on the first available session following their first day of employment.

## **Operational Excellence Award (OEA)**

### **Purpose:**

To encourage excellence in performance and recognize exceptional individual performance.

### **Policy:**

The OEA is recommended for employees who have demonstrated continuous outstanding performance, have made a significant contribution to the department's mission or strategic plan and/or have provided consistent support to the department's objectives.

The OEA Process will be monitored and approved by the Division of Human Resources. The OEA amount will be added to the employee's base salary.

## **Operating Hours, Rest, and Meal Periods**

### **Purpose:**

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

### **Policy:**

#### **Rest Period Breaks:**

- The University supports rest periods even though it is not required by the Fair Labor Standards Act (FLSA).
- A rest period of 15 minutes in the middle of each four-hour work period is considered compensable time. Rest periods may not be used (1) to offset late arrival or early departure from work, (2) to extend the meal period, or (3) to accumulate paid time off from one day to the next.
- Rest period breaks that are longer than 30 minutes are not compensable.
- Smoke breaks are in lieu of, and not in addition to, an employee's normal rest period break.

#### **Meal Periods:**

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

## Overtime Pay and Compensatory Time

### **Purpose:**

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

### **Policy:**

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

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

All overtime hours must be authorized by the immediate supervisor prior to working.

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

Non-exempt employees must use accrued compensatory time within thirty (30) days of its accrual, provided that to do so would not unduly disrupt the operations of the University.

Special compensatory time may be earned on an hour-for-hour basis by an employee occupying a non-exempt position when:

- the employee observed a holiday and worked 40 hours the week during which the holiday occurred;
- the holiday falls on the employee's regularly scheduled day off;
- the employee is required to work the holiday;
- the employee is required to perform essential duties during an emergency closing for the hours worked during the closing.

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

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

When an employee is transferred to a new department, all accrued compensatory time may either be paid or transferred, at the discretion of both departments involved in the transfer.

Exhibit "B"

Any employee with accrued compensatory hours on record with Human Resources on the effective date of this policy ( DATE OF RATIFICATION) is excluded from having to use or be paid the accrued hours within the 30 day period.

## **Performance Excellence Process**

### **Purpose:**

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

### **Policy:**

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

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

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

Both supervisors and employees must attend mandatory training on the PEP itself, as well as on the use of the software tool.



**Permanent Status for  
Registered Nurse and Nurse Practitioner Personnel**

**Purpose:**

To define permanent status for employees in the registered nurse or nurse practitioner class.

**Policy:**

Registered nurse and nurse practitioner personnel earn "permanent status" in a class, after successfully completing the probationary period for that class. Permanent status provides the employee with the right to appeal any severe disciplinary action while serving in the class. The exclusive procedure for appeals of severe disciplinary action shall be the procedures of Chapter 120, Florida Statutes.

The standard probationary period for all registered nurse and nurse practitioner personnel shall be six (6) months from the date of hire. The standard probationary period shall be six (6) months from the date of promotion for newly promoted personnel.

Prior to the expiration of the probationary period, the Director for University Health Services will make a decision regarding retention of the employee in a permanent status position. The failure of an employee to pass or complete probation shall not be appealable to any authority; however, an employee who fails to pass a promotional probation period will be returned to his or her prior position.

## **Personal Leave of Absence Without Pay (LOAWOP)**

### **Purpose:**

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

### **Policy:**

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

All accrued vacation leave must be used before a LOAWOP may be approved.

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

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

Upon completion of an approved LOAWOP , the employee is to be returned to the position formerly occupied, or to a position with equivalent status, pay, benefits and other employment conditions. Failure to return to work on the scheduled date will constitute job abandonment.

## **Political Activity**

### **Purpose:**

To ensure that employees participating in Political Activities do not interfere with employee's normal duties and University's operations.

### **Policy:**

Employees may seek election to and hold public office upon notification to the President or his designee.

Prior to seeking election to and holding such public office, the employee must establish that there is no conflict of interest between this activity and the responsibility of the individual to the University.

Where an employee elects to run for and hold public office and such action is deemed by the President to interfere with the full discharge of the employee's regular duties, the employee must obtain a leave of absence or submit a resignation.

Candidates for public office should not use the services of any public official or employee during working hours in the furtherance of their campaigns and must follow all appropriate Florida Elections Statutes as provided for in F.S. Chapter 97-107.

## **Political Participation**

### **Purpose**

To establish and administer a policy to guarantee employees the right to political participation during regular work hours.

### **Policy:**

An employee who wishes to take time off from work, with the approval of the immediate supervisor, to participate in political activities, must charge the time in one of the following ways:

- Accrued compensatory
- Accrued vacation
- Time off without pay

## **Pre-Employment Requirements**

### **Purpose:**

To ensure that the University conducts thorough investigations of prospective employees.

### **Policy:**

#### **Background Checks**

- All prospective employees may be subject to background checks upon an offer of employment. Employment is contingent upon the satisfactory results of the investigation.
- Checks will include federal, state, and local criminal background. Those positions that require operation of a motor vehicle will include a driver's license check.
- The Division of Human Resources (DHR) reviews the reports and makes decisions regarding suitability for employment based on findings and the particular job.

#### **Fingerprinting**

- All prospective employees may be subject to fingerprinting upon an offer of employment, depending on the offered position.
- The DHR conducts fingerprinting checks through the Federal Department of Law Enforcement (FDLE) for all positions in Law Enforcement, Child Care and those with responsibility for handling cash, or working in the Residence Halls.
- The DHR reviews reports and makes decisions regarding suitability for employment based on findings and the particular job.

#### **Reference Checks**

- Hiring departments must conduct reference checks on all prospective employees to establish suitability for employment using the guidelines established by the DHR.
- The DHR reviews the written findings and makes decisions regarding suitability for employment based on information obtained and the particular job.

#### **Language Proficiency**

- All faculty employees with teaching assignments must be proficient in speaking English

#### **Drug Testing**

- All prospective employees may be subject to a urine drug test upon an offer of employment, depending on the offered position.
- Successful completion of a urine drug test is a condition of employment with Florida International University's Public Safety Department.

## Professional Development Leave

### **Purpose:**

To provide exempt employees and faculty members (who are not eligible for Sabbatical Leaves) with leave opportunities to advance job-related skills and knowledge.

### **Policy:**

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

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

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

## Exhibit "B"

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

## **Project-Based Pay**

### **Purpose:**

To establish guidelines for rewarding employees for the successful completion of a special project or assignment.

### **Policy:**

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

The amount of the project-based pay may not exceed \$5,000 or 10 percent of the employee's salary, whichever is greater. Decision about the amount of the lump sum payment should be dependent upon the nature and complexity of the project. Recommendation for the amount is to be requested by the respective department with approval by Human Resources.

These types of payments for non-exempt employees must be included as part of the employee's regular pay when calculating overtime pay.



## **Same-Sex Domestic Partnership Health Insurance Stipend**

### **Purpose:**

To provide financial assistance to FIU employees in same-sex domestic partnerships to obtain affordable health insurance coverage for a same-sex domestic partner.

### **Policy:**

FIU employees who meet the participation requirements set out in the policy will be eligible for a health insurance stipend to assist in defraying the cost of health insurance for a same-sex domestic partner. The annual stipend amount will be the difference between the University's annual contribution for a 1.00 FTE employee for employee-only coverage at the cost level selected by the employee, and the University contribution for family coverage at the same cost level. The stipend amount will be adjusted whenever changes are made in the employee's coverage selection or in the amount of the University contribution to the FIU health insurance, to reflect such changes. The stipend will be paid to participating eligible FIU employees on a quarterly basis.

### **Eligibility:**

For the purposes of this policy, a domestic partner is an individual of the same sex who shares a committed and mutually-dependent relationship with the University employee. In order to be eligible for the health benefit stipend, the employee must have individual coverage with the University and both the employee and domestic partner must attest that:

1. they are of the same sex, and for this reason are unable to marry each other under Florida Law,
2. they are at least eighteen (18) years of age, and have the mental capacity to consent to a contract,
3. they are unmarried and unrelated by blood,
4. they have resided together for at least the prior six (6) months.
5. they are jointly responsible for each other's financial obligations, including household and living expenses and medical expenses,
6. the non-employee domestic partner is not employed or is not eligible for health benefits through his or her employer,
7. they have completed the Declaration of Domestic Partnership Certification,
8. medical coverage is in effect for the domestic partner and coverage shall be maintained during any period for which the same-sex domestic partner health insurance stipend is sought, and
9. the employee is covered under FIU's health insurance plan with individual coverage.

### **Required Documentation:**

## Exhibit "B"

The employee must submit documentation (such as an employer-provided handbook, benefits booklet or notification) showing that the partner's employer does not provide health insurance coverage or that the partner is not eligible for such coverage, or that the partner is not presently employed. In addition, proof of the domestic partner's medical coverage must be sent to FIU's Department of Benefits Administration on a semi-annual basis.

Additionally, at least **THREE (3)** of the following documents must be submitted to support the domestic partner relationship:

- Joint ownership of real property in the prior 6-month period
- Mutual designation as attorney in durable power of attorney documents
- Joint ownership of personal property or assets, such as automobiles or stock
- Designation of health care surrogate
- Joint bank account for at least the prior 6-month period
- Legal documentation demonstrating joint adoption or legal guardianship of any dependents, whether children or adults
- Joint loan
- Joint credit card for at least the prior 6-month period
- Joint lease
- Designation of Beneficiary (Life Insurance)
- Designation of Beneficiary (Retirement Plan)
- Designation of Beneficiary (Will)

### **Confidentiality:**

At Florida International University, all benefit elections are treated with the highest degree of confidentiality and sensitivity. Information about employee election or participation in the same-sex domestic partner health insurance stipend will be subject to and maintained according to the same strict internal processes and protocols for all confidential employee information. Internal and external access to employee benefit data, including information relating to participation in this policy, is limited to only those individuals directly responsible for managing data, budget, and entering employee elections, and such data is shared only on a need-to-know basis.

### **Tax Implications:**

The amount of the cash stipend will be taxable to the employee and subject to FICA and income tax withholding only. This amount will not count towards retirement, life insurance or any other benefits.

### **Enrollment and Participation Procedures:**

An employee who wishes to participate in the same-sex domestic partnership health insurance stipend must (1) complete the Declaration of Same-Sex Domestic Partnership Certification form found on the Division of Human Resources' website, and (2) submit the completed Certification form, the attestations of the employee and domestic partner and the required

## Exhibit "B"

documentation in a personal/confidential envelope to the Benefits Department in care of the Director of Benefits.

Upon receipt of the necessary form, documentation and attestations, the application will be reviewed. If approved, the Division of Human Resources will consider the partnership registered as of the date on the Certification form and will notify the employee in writing in a personal/confidential envelope.

Once participation and eligibility is approved, documentation showing continued health insurance coverage for the domestic partner must be submitted to the Benefits Department on a semi-annual basis. FIU may terminate the health insurance stipend if the domestic partner does not provide proof of continued medical coverage.

### **Termination of Participation:**

An employee receiving the health insurance stipend shall notify the Benefits Department, in writing, immediately upon the termination of the domestic partnership for which participation has been approved, by completing the Declaration of Termination of Same-Sex Domestic Partnership Certification form and forwarding it to the Benefits Department within thirty (30) days of its termination. The employee must then wait one year from the date of the notice before obtaining eligibility for same-sex domestic partnership health insurance stipend, except if (1) the employee is registering the same domestic partnership within thirty (30) days of submitting notice of termination of that domestic partnership, or (2) the employee's former domestic partnership was dissolved through the death of the domestic partner.

An employee who makes false statements about satisfying the eligibility criteria or fails to notify the Division of Human Resources' Benefits Department of a change in status will be subject to disciplinary action up to and including dismissal.

## Separations from Employment

### **Purpose:**

To administer a uniform process for employee separations.

### **Applicability of this Policy:**

With the exception of the provisions of this Policy regarding Resignation and Job Abandonment, this Policy does not apply to registered nurses and nurse practitioners employed by University Health Services (not including any Director for University Health Services) who have passed their probationary period.

### **Policy:**

(A) University employees are considered "at will." Employment at will is presumed to be voluntary and indefinite for both the employee and the University. The employee-employer relationship may be terminated at any time with or without cause. Terminations based on discriminatory reasons are prohibited. Any separation of employment shall be in consultation and with the approval of the Vice President for Human Resources or his/her designee.

(B) Separations from University employment may include the following:

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

(2) Resignation - Occurs when an employee initiates a termination by notifying the immediate supervisor of his/her intention to resign. Employees will give two weeks written notice of resignation. A resignation may not be rescinded by the employee without concurrence of the University.

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

## Severe Weather/Emergency Closing

### **Purpose:**

To provide guidelines for employees in the event of severe weather or emergency closing of the University.

### **Policy:**

Although the University will make every effort to remain open on scheduled workdays, there may be instances where conditions make it impossible to do so. These include, but are not limited to, severe weather, declared state of emergency, utility disruptions, natural disasters and terrorist actions. In all cases, employee safety will be the primary consideration.

Recognizing that employees with disabilities may require additional time to prepare for and respond to challenges presented by inclement weather conditions such as hurricanes, a voluntary participation program was created for early notification of inclement weather conditions.

During periods of inclement weather conditions, staff in the Department of Equal Opportunity Programs will contact individuals on the registry to advise them of the situation. Therefore, if special arrangements need to be made, advance warning is provided to those employees.

During periods of severe inclement weather, public emergency or other crisis, the President or a designated executive officer of the University may issue an announcement of campus status as appropriate to the situation on the University telephone system (305-348-HELP [4357]), UNIVMAIL, or other appropriate media. In general, such a campus status announcement will inform the general public, as well as University students and employees, that the University campuses or a specific designated portion of the University is closed for a specific time period.

- Such announcement may specify that classes are canceled until or after a specified time, or for the entire day.
- Such announcements may specify that all events or programs, including both University and non-University events held in University facilities, are canceled.
- Such announcements may specify that certain University offices and facilities are closed except the following essential offices that never close under any circumstances:
  - University Police
  - Office of Residence Life/Housing Units
  - Utility Plants
  - Emergency Maintenance Operations
  - Any research unit where the integrity of the research must be preserved

Exhibit "B"

- Service units that routinely operate on a seven day per week, twenty-four hour per day service schedule
- Other essential employees previously identified by each respective Vice President

Compensating employees for time away from the University due to severe weather or an emergency closing will be determined at the time of the event and will be conveyed via UNIVMAIL.

## **Shift Differential Pay**

### **Purpose:**

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

### **Policy:**

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

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

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

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

## Sick Leave

### **Purpose:**

To administer the accrual and appropriate use of sick leave.

### **Definition:**

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

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

### **Policy:**

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

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

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

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

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

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



Exhibit "B"

When possible, employees are expected to schedule planned medical appointments in a manner that minimizes disruption of the workflow.

Employees must use sick leave for its intended purpose. Supervisors will monitor employee use of sick leave for patterns of abuse. Abuse of paid sick leave will result in disciplinary action up to and including dismissal.

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

**FLORIDA INTERNATIONAL UNIVERSITY  
SICK LEAVE ACCRUAL**

| <b>Length of Service</b> | <b>Hours Accrual Per Pay Period</b>   |
|--------------------------|---|
| Full-time employees      | 4 Hours   |
| Part-time employees      | Accrue sick leave at a rate directly proportionate to the percent of time employed (FTE). |

## Sick Leave Pool

### **Purpose:**

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

### **Policy:**

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

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

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

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

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

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

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

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

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

## Exhibit "B"

Participating employees may not apply any conditions or restrictions on any leave hours they contribute to the Pool. Participation in the Pool does not guarantee hours may be withdrawn from the Pool.

Leave hours from the Pool shall be granted only for the employee's personal illness, injury, accident, or exposure to a contagious disease. Personal illness shall include disabilities which are the result of or contributed to by medical conditions (including those complications related to pregnancy or childbirth), surgery and recovery.

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

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

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

## **Solicitation, Distribution, and Posting**

### **Purpose:**

To provide means for individuals to conduct activities on campus without undue interruption of normal University business.

### **Policy:**

With the exception of University sponsored campaigns, or other periodic University sponsored activities, solicitations, and/or distribution by employees of printed matter, or solicitations in any manner including e-mail, for funds, products, services, memberships, or for any other reason on University property is not permitted, except in non-work areas during the non-work time of all involved. Work time does not include meal periods, authorized rest breaks or any period when employees are properly not engaged in the performance of their work tasks.

The distribution of any literature or other written material within work or customer areas is prohibited.

The posting of materials on approved official bulletin boards are permitted with approval from the Division of Human Resources.

Solicitors, including students, University personnel, and the general public, shall be prohibited from entering the grounds or buildings of the University for the purpose of transacting business with students or other University personnel, unless they have been issued a permit for this purpose by the Vice President of Administration or the appropriate official of the Graham Center.

Violations of this policy should be reported to the Division of Human Resources.

## Spot Awards

**Purpose:**

To set criteria for recognizing and rewarding all employees for exceptional performance.

**Policy:**

Spot awards are immediate recognition to reward employees for exceptional performance beyond the prescribed expectation of the employee's job.

Spot awards are given after the event has been completed, usually without pre-determined goals or set performance levels. They may be awarded at any time.

Spot awards provide positive feedback, foster continued improvement, and reinforce good observable performance.

Spot awards may be:

- A lump sum dollar amount not to exceed a maximum of \$500 in a 12-month period.
- Non-cash (University merchandise, lunch tickets, game tickets, etc.)
- Certificates, plaques, etc.

Spot Awards are recommended at the department level and approved by Human Resources.

## Tuition Waiver Program

### **Purpose:**

To facilitate eligible employees an opportunity to enhance their education by attending classes at the University with the intent of receiving a college degree or attend classes that are related to their job assignment. Also, in the event that an employee does not enroll for 6 credits hours in a given semester, to allow a member(s) of the employee's immediate family the opportunity to enhance their education by attending classes at the University with the intent of receiving an undergraduate degree.

### **Policy:**

Full time employees who have completed six months of continuous service in an established position at the University are eligible to participate in the Tuition Waiver Program.

Eligible employees, employees' spouse, or employees' dependent children under the age of twenty five (25) may enroll for up to a combined maximum of six (6) credit hours of FIU on-campus instruction each semester without payment of the registration fee. Only in-state tuition is covered.

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

The employee may register in regular lecture and laboratory courses excluding courses in the College of Law, Executive Cohort programs, undergraduate limited access programs, thesis, directed individual study, directed research courses, internships, distance learning, CAPS Professional Development offerings (continuing education courses), or other one to one instructional courses.

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

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

Employees attending classes with the intent of attaining an undergraduate or graduate degree must receive a grade of not less than a "B" for courses taken; a lower grade will result in the employee being charged for the course(s). For employees taking more than six (6) credit hours, the "B" grade eligibility will be applied to any six (6) hours receiving a minimum of a "B" grade.

## Exhibit "B"

Employees are to discuss with their supervisor their intent to take classes and should schedule classes during off-duty hours whenever possible. When a desired class cannot be scheduled during off-duty hours, the supervisor may adjust the employee's work schedule, or allow the employee to use annual leave, accumulated compensatory time, or leave without pay based on the department's business necessity. The same rule applies if the employee is attending classes for Professional Development that are related to their job assignment.

In the event that the eligible employee does not enroll for six (6) credit hours in a given semester, the employee's eligible family members may enroll for the credit hours not being used by the employee, not to exceed a combined total of six (6) credit hours in-state tuition each semester for employee and family members.

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

Family members may register in regular lecture and laboratory courses needed to attain their undergraduate degree. This will exclude courses in the College of Law, Executive Cohort programs, undergraduate limited access programs, directed individual study, directed research courses, internships, distance learning, CAPS Professional Development offerings (continuing education courses), or other one to one instructional courses.

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

Family members must receive a grade of not less than a "B" for courses taken; a lower grade will result in the employee being charged for the course(s). For family members taking more than six (6) credit hours, the "B" grade eligibility will be applied to any six (6) hours receiving a minimum of a "B" grade for the individual family member.

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

Eligibility will be established by the Division of Human Resources.

## Vacation Leave

**Purpose:**

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

**Policy:**

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

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

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

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

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

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

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

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



**FLORIDA INTERNATIONAL UNIVERSITY  
VACATION ACCRUAL SCHEDULE**

**Non-Exempt Personnel**

| <b>Length of Service</b>                 | <b>Hours Accrued Per Pay Period</b> | <b>Maximum Accrual and Payout Hours</b> |
|--|-------------------------------------|---|
| Less than 5 years                        | 5 Hours                             |   |
| More than 5 years but less than 10 years | 6 Hours                             |   |
| More than 10 years                       | 7 Hours                             |   |
|  |                                     | 250                                     |

**Exempt Personnel**

| <b>Length of Service</b> | <b>Hours Accrued Per Pay Period</b> | <b>Maximum Accrual and Payout Hours</b> |
|--------------------------|-------------------------------------|---|
| N/A                      | 7                                   | 352                                     |

## **Variable Compensation Plan**

### **Purpose:**

To establish guidelines to reward exempt and non-exempt employees based on a Variable Compensation Plan.

### **Policy:**

A lump sum payment as part of a Variable Compensation Plan pre-approved for individual departments places a strong value on employee's contribution, ability to impact performance, departmental objectives and revenues generated.

The department dean or director must develop specific targets to be achieved, goals, pre-established criteria and payout schedule prior to the establishment of the Variable Compensation Plan. The Variable Compensation Plan must be approved by the Division Vice President or Provost and by Human Resources.

Payments for non-exempt employees must be included as part of the employee's regular pay when calculating overtime pay.

## **Veterans' Preference**

### **Purpose:**

To provide preference in appointment, employment, and retention in the recruitment and selection process for non-exempt positions, to applicants who request and qualify for veteran's preference.

### **Policy:**

Veteran's Preference must be requested during the application process.

Minimum requirements for the position must be met prior to being considered.

Hiring departments must interview applicants claiming veteran's preference provided that the applicant has not previously exercised their veterans' preference status.



**THE FLORIDA INTERNATIONAL UNIVERSITY  
BOARD OF TRUSTEES**

**8 MAY 2006**

**SUBJECT: FLORIDA INTERNATIONAL UNIVERSITY FOUNDATION INC. BYLAWS AS  
AMENDED AND RESTATED ON THE 6<sup>TH</sup> DAY OF APRIL 2006**

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**PROPOSED BOARD ACTION:**

Adopt the following Resolution:

**WHEREAS**, pursuant to F.A.C. 6C8-6.100 (2) (c), the Florida International University Board of Trustees (“BOT”) must approve any amendments to the FIU Foundation, Inc. Bylaws before their becoming effective;

**AND WHEREAS**, the Florida International University Foundation, Inc.'s Board of Directors (“BOD”) has approved the attached amendments;

**THEREFORE BE IT RESOLVED**, that the BOT hereby approves the attached Amended Foundation Bylaws and authorizes the Executive Director of the Foundation to take all actions necessary pertaining to these Amended Bylaws.

**BACKGROUND INFORMATION:**

**LEGAL AUTHORITY:**

**Section 6C8-6.100 (2) (c) of the Florida Administrative Code, states in relevant part:**

(c) Provide that any amendments to the Articles of Incorporation or Bylaws be submitted by the President of the University to the Board of Trustees for approval prior to becoming effective.

**Section 1 ARTICLE 8 of the Florida International University Foundation Bylaws, states in relevant part:**

(1) These Bylaws may be altered, amended, rescinded, or repealed at any regular or special meeting of the voting Directors by the affirmative vote of two-thirds of all the Directors. Any amendment to the Bylaws, approved by the Board of Directors, shall be submitted by the University President to the Board of Trustees for approval prior to its effective date.

**EXHIBITS/SUPPORTING DOCUMENTS:**

- **EXHIBIT C:** FLORIDA INTERNATIONAL UNIVERSITY FOUNDATION INC BYLAWS AS AMENDED AND RESTATED ON THE 6<sup>TH</sup> DAY OF APRIL 2006.

**FACILITATOR/PRESENTER:**

- CHAIRMAN DAVID PARKER

## Exhibit "C"

FLORIDA INTERNATIONAL UNIVERSITY FOUNDATION INC.  
A Florida Not For Profit Corporation  
(The "Foundation")

### BYLAWS

As Amended and Restated the 6th day of April 2006.

#### ARTICLE 1. BOARD OF DIRECTORS.

Section 1. Governance. In accordance with Article 5 of the Articles of Incorporation of the Foundation, the affairs of the Foundation shall be managed by and under the direction of the Board of Directors and by various Officers and committees thereof as powers may be delegated to such Officers and committees by these Bylaws or by Resolution of the Directors. Members of the Board of Directors shall be the sole voting members of the Foundation and shall be called "Directors."

It is the policy of the Foundation to ensure public access to financial information involving expenditures, completed business transactions, and the investment and management of assets, while protecting the confidentiality of personal or financial information about donors, prospective donors, or volunteers.

Section 2. Number and Qualifications of Directors. The Directors shall include three categories of members:

(i) Elected Members. The Directors shall elect from the nominations of the Nominating and Membership Committee, or from nominations made from the floor, a total of not less than twenty-eight (28) and not more than fifty (50) members in accordance with the nomination and election procedures specified by these Bylaws. Each Director shall have demonstrated outstanding qualities of leadership and managerial ability and a serious personal intention to promote the advancement of higher education and Florida International University through dedicated service to the Foundation. Each Director should set an example of charitable interest in the University and the Foundation which alumni and other friends of the University may emulate. To that end, each elected member of the Board of Directors shall contribute to the Foundation at a minimum an annual membership fee, the amount of which membership fee shall be recommended by the Executive Committee and approved by the Board of Directors at the Annual Meeting each year, and which shall be paid to the Foundation by each Director during the first quarter of each fiscal year of membership. Any person designated Chairperson Emeritus or Past Chairperson shall not be counted as an elected Board member under Section 2 (i). Directors shall be expected to participate in University functions and events whenever reasonable and practicable and act as an emissary to promote and advance the goals of the University.

(ii) Officers. The Directors shall elect a Chairperson, Vice Chairperson, Secretary and Treasurer from among its membership. The Chairperson may appoint an Assistant Secretary and Assistant Treasurer to provide administrative support.

## Exhibit "C"

(iii) Designated Ex Officio Members. The Directors shall include among their members the persons who hold the following offices during the time they hold such offices: the President of Florida International University (the "University") **or his designee**, a Faculty representative from the Faculty Senate recommended by the President after consultation with the Faculty Senate Chairperson, the President of the Student Government Council who is not serving on the Board of Trustees, the President of the Alumni Association, the Chairperson of the Florida International University Council of 100, and others who may be designated by the Directors from time to time.

Section 3. Terms of Service. The terms of service of elected Directors shall be staggered so that approximately one third of the elected Directors shall be elected each year. Elected Directors may be elected to serve terms of one, two or three years. A newly-elected member, who has not previously been a Director, first shall serve a term of one year and thereafter may be elected to a term of two years or three years. Terms of service shall begin immediately after election. A Director shall be eligible to serve any number of consecutive terms.

Section 4. Election. The Board of Directors shall elect new members to fill expiring and vacant terms at the Annual Meeting of the Directors to be held in May or June of each year. Directors may elect additional members at any other regular or special meeting of the Directors, or by mail ballot as provided in these Bylaws. Nominations for Directors shall be made by the Nominating and Membership Committee of the Directors, as described in Article 3 of the Bylaws.

Section 5. Vacancies. Vacancies occurring during a term may be filled by the Directors at any regular or special meeting of the Directors, or by mail ballot as provided in Section 11 of Article 1 of these Bylaws.

Section 6. Meetings. Regular meetings of the Board of Directors shall be held at least four times a year. One such meeting shall be held in May or June each year and such meeting shall be the Annual Meeting of the Directors when new Directors and Officers shall be elected and take office, subject to other provisions of these Bylaws. Written notice of each meeting shall be mailed by the Secretary or the Secretary's designee, to each Director not less than fifteen (15) days prior to the meeting. The secretary must provide written notice to all Directors of any changes to the meeting schedule at least fifteen (15) days prior to the date of the originally scheduled meeting day or of the new meeting date, whichever date occurs earlier. Special meetings may be called by the Chairperson, the President of the University or by any three (3) Directors with at least five (5) days written notice provided to all of the Directors. The agenda for special meetings shall be limited to matters listed in the written notice of the special meeting.

Section 7. Quorum. A quorum of the Directors shall be **one-third a majority** of the voting Directors holding office at the time of the vote. A quorum must be present to transact business of the Foundation at a meeting.

Section 8. Voting. Each Director shall have one vote. When a quorum is present at the meeting, all questions shall be decided by majority vote of the voting Directors present, except as otherwise provided in these Bylaws.



## Exhibit "C"

Section 9. Proxies. Proxies, general or special, shall not be accepted for any purpose in the meetings of the Directors or committees.

Section 10. Telephonic Meetings. Meetings of the Directors and of committees may be conducted by conference telephone or similar communications facilities if the Chairperson of the Board or the Chairperson of the committee determines it is appropriate and given that all persons participating in such meetings are able to hear each other.

Section 11. Transaction of Business Without a Meeting. Any action of the Directors or of a committee with the exception of bylaw amendments or amendments of the articles of incorporation or other action requiring a meeting by these bylaws may be taken without a meeting if consent in writing setting forth the action so taken is signed by a majority of the Directors or by the members of the committee, as the case may be, and is filed in the minutes of the proceedings of the Directors or of the committee. Such consent shall have the same effect as a regular vote.

Section 12. Resignation or Removal. A Director may resign at any time by giving written notice to the Board of Directors, the Chairperson of the Foundation or the Secretary of the Foundation. Any such resignation shall take effect at the time specified therein or, if no time is specified therein, upon its acceptance by the Board of Directors. Any Director who is not present for three (3) consecutive regular meetings of the Board of Directors, and whose absences are not excused by the Chairperson, or who fails to pay the annual membership fee by the end of the second quarter of each calendar year and whose failure to pay is not excused by the Chairperson, shall be deemed to have submitted his/her resignation, subject to reinstatement by a majority vote of the other Directors. In addition any Director may be removed from office by a two-thirds vote of all of the Directors, effective as of the date of such vote.

Section 13. Waivers. Any Director may waive notice of any meeting or action. When a quorum is present at a regular meeting of the Directors, a majority of all Directors present may waive notice and procedural requirements of these Bylaws.

### ARTICLE 2. OFFICERS.

Section 1. Titles. The Officers of the Foundation, who also serve as Officers of the Board of Directors of the Foundation, shall be: a Chairperson of the Board of Directors ("Chairperson"), a Vice Chairperson, a Secretary, a Treasurer, and such other officers as the Board of Directors may determine.

Section 2. Election. The Chairperson, Vice Chairperson, Treasurer and Secretary shall be elected at the Annual Meeting of the Directors from nominations submitted to the Directors by the Nominating and Membership Committee, or from nominations from the floor. No Officer may hold more than one Foundation office concurrently.

Section 3. Term of Service. Each Officer shall be elected for a term of one year and shall be eligible to succeed himself/herself for no more than 2 additional terms.

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Section 4. Vacancies. In case any vacancy occurs in an elected office, an election shall be held at the first regular or special meeting of the Directors after such vacancy occurs and nominations may be received directly from the floor to fill such vacant positions. Notice of such vacancy and scheduled election must be given in the prior written notice for the regular or special meeting at which such election shall take place.

Section 5. Resignation and Removal. An Officer of the Foundation may resign at any time by giving written notice to the Board of Directors, the Chairperson or the Secretary of the Foundation. Any such resignation shall take effect at the time specified therein or, if no time is specified therein, upon its acceptance by the Board of Directors. Any Officer may be removed from office by a two-thirds vote of all of the Directors, effective as of the date of such vote.

### Section 6. Powers and Duties.

(i) Chairperson of the Board ("Chairperson"). The Chairperson shall be the chief executive officer of the Foundation's corporation, preside at all meetings of the Board of Directors and Executive Committee, and perform all other duties as may from time to time be assigned by the Directors or the Executive Committee. Among the Chairperson's powers and duties, without limitation, are to appoint the members and Chairpersons of all Standing Committees established by the Directors, except when members or Chairpersons may be designated by these Bylaws; name Special Committees and appoint their members and Chairpersons; appoint, after duly considering the recommendation of the University President, a person to serve as Registered Agent for the Foundation, from time to time; represent the Foundation at official functions of the University and elsewhere as he/she may determine proper; and present a report of the activities of the Foundation and the conduct of his/her office at the Annual Meeting which occurs when his/her term of office expires. The Chairperson shall report to the Board of Directors and the University President.

(ii) Vice Chairperson. The Vice Chairperson shall be responsible for assisting the Chairperson in any way so designated by the Chairperson and shall serve as temporary Chairperson in the Chairperson's absence. He/she shall perform such other duties as may from time to time be assigned to him/her by the Chairperson, the Directors or the Executive Committee.

(iii) Secretary. The Secretary shall be responsible for the maintenance and management of the Foundation's activities as may be required by the Chairperson, the Directors or the Executive Committee. He/she shall have charge of the Foundation's corporate records and corporate seal; record the minutes of all meetings of the Directors, Executive Committee and other committees; give and serve notice of meetings as required by these Bylaws; present an operations report for the Foundation at each meeting of the Directors and an annual operations report at the Annual Meeting; and perform such other duties as may be assigned to him/her by the Chairperson, the Board of Directors or the Executive Committee. The Secretary may delegate part of his/her duties to an Assistant Secretary as set forth in Article 5 below.

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(iv) Treasurer. The Treasurer shall approve all day-to-day disbursements by the Foundation; have custody of all of the funds and financial records of the Foundation; disburse funds upon instruction of the Directors or the Executive Committee; keep full and accurate accounts of all funds, together with the report of the annual audit; present a financial report for the Foundation at each meeting of the Directors and an annual financial report at the Annual Meeting; file all financial reports required by Federal and Florida law, regulation, rule or established procedure; and perform such other duties as may be assigned to him/her by the Chairperson, the Board of Directors or the Executive Committee. The Treasurer may delegate part of his/her duties to an Assistant Treasurer as set forth in Article 5 below.

### ARTICLE 3. COMMITTEES.

Section 1. Designation and Appointment of Committees. Committees of the Board of Directors shall either be Standing Committees, as designated by these Bylaws, or Special Committees, as established by the Chairperson. Standing Committees or Special Committees shall have the power to establish Sub-Committees. The Chairperson of the Foundation shall appoint the members of all committees and designate their chairpersons, except as otherwise specified by these Bylaws. A majority of the members of Standing Committees, Special Committees and of any sub-committees must be Directors. All members of the committees shall have voting rights. One-third of the voting members of any Committee, except the Executive Committee as provided for below in these bylaws, shall constitute a quorum and a majority vote of the voting members of the Committee present, after a quorum has been declared, shall be required to enact business of the Committee. The actions of any committee shall be subject to review and approval by the Executive Committee, and to confirmation by the Board of Directors at its next ensuing meeting, except when the power to act is specifically granted to a committee by these Bylaws or by action of the Directors or Executive Committee. Each committee shall keep approved minutes and submit them to the Directors for review.

Section 2. Standing Committees. The Directors shall have the following Standing Committees:

(i) Executive Committee. The Executive Committee of the Directors of the Foundation shall have and may exercise all powers and authority of the Board of Directors when the Directors are not in session, subject only to such restrictions or limitations as the Directors may from time to time specify, except that the Executive Committee shall have no authority to alter, amend, or repeal the Articles of Incorporation or Bylaws of the Foundation, to remove Directors or Officers or to elect Directors or Officers. The Executive Committee shall meet at the call of the Chairperson of the Directors. A majority of the voting members of the Executive Committee shall constitute a quorum and a majority vote of the voting members of the Committee present, after a quorum has been declared, shall be required to enact business of the Executive Committee. When urgency precludes a formal meeting, matters may be handled by mail or telephone in accordance with provisions of these Bylaws regarding meetings of the Directors, and shall subsequently be confirmed in writing. All actions of the Executive Committee shall be reported in writing to the Directors at the next ensuing meeting of the Board of Directors, or when deemed sufficiently important by the Chairperson and the University President, such actions shall be reported in writing to the Directors within thirty (30) days after such action is taken, or at a meeting of the Directors if a meeting is held within that period of time. All actions

## Exhibit "C"

of the Executive Committee shall be included in the minutes of the Board of Directors. Members of the Executive Committee shall be the Chairperson, Vice Chairperson, Treasurer and Secretary of the Foundation, the President of the University, the Chairpersons of each standing committee, and no more than two (2) such additional members as may be designated by the Chairperson and confirmed by the Board of Directors.

(ii) Academic Committee. The Academic Committee shall prepare and carry out an annual plan of activities for systemically promoting the University's goals, plans, activities and impact of the University and in promoting knowledge and understanding about the University and its components within the South Florida community. The Committee shall prepare an annual plan for grants, scholarships and awards, including a proposed budget, for approval by the Directors; establish general criteria for evaluating and awarding grants, scholarships and awards; review recommendations of the Provost for grants, scholarships and awards; and present approved recommendations to the Directors for final action. The Academic Committee shall work closely with the Provost of the University and the President of the University on achievement of the academic goals and program of the University.

(iii) Development Committee. The Development Committee shall review, approve and recommend to the Directors all major fundraising initiatives and campaigns undertaken by the Foundation or the University and each of its components; carry out a regular fundraising program; prepare policies and strategies for the solicitation, receipt, acknowledgment, stewardship and recognition of financial support; and prepare standards for gift recognition including, without limitation, endowed chairs, endowed professorships, endowed lectureships, endowed scholarships, the naming of colleges, schools, centers, buildings, areas and other significant facilities and activities of the University, recognizing, however, that only the Board of Trustees has the ability to recommend that state buildings and facilities be named after donors. The Development Committee shall coordinate all fundraising activities of the University, including those conducted by auxiliary groups which wish to use the Foundation's Certificate of Registration from the State of Florida.

(iv) Finance Committee. The Finance Committee shall be responsible for the preparation and periodic review of the Foundation's annual budget, which shall be prepared, approved by the Directors and recommended by the University President to the Board of Trustees each year no later than sixty (60) days following the beginning of the Foundation's fiscal year. It shall approve or reject gifts or bequests which impose unusual conditions on the Foundation or the University, subject to review and approval by the Executive Committee and the Directors. It shall monitor the work of the Foundation's Treasurer and shall review and report to the Board on the Foundation Financial Statements and, in coordination with the Audit Committee, ensure that all financial reports are filed in a timely manner. The Finance Committee shall recommend to the Board of Directors investment policy relating to endowment funds, annuity funds, and short-term investments, charitable remainder trusts, engagement or termination of investment counselors and custodians and the basis of such engagement. It shall also appraise the performance of investment counselors and custodians and make periodic reports to the Board of Directors on investment performance and other important matters.

## Exhibit "C"

(v) Nominating and Membership Committee. The Nominating and Membership Committee shall receive recommendations for nominees to the Board of Directors and as Officers, evaluate such recommendations, and present nominations for open positions to the Board of Directors at least fifteen (15) days prior to the Annual Meeting. The Nominating Committee shall advise new Directors of the responsibilities of membership; nominate individuals for special recognition as members of the Foundation; and monitor the attendance, participation and activity of Foundation members and of Directors.

(vi) Audit Committee. The Audit Committee shall cause an audit to be made by an independent certified public accountant of the books of the Foundation as soon as possible after the close of the fiscal year of the Foundation, and to have the results reported to the Chairperson of the Foundation immediately, and to the full Board of Directors at their next meeting thereafter. The annual audit report shall be submitted by the University President to the Board of Trustees for review no later than the end of the fourth month following the close of the organization's fiscal year. The annual audit report shall also be submitted to the Auditor General and to the State Board of Education no later than nine (9) months after the close of the Foundation's fiscal year. The audit shall be conducted in accordance with rules promulgated by the Board of Trustees and with policies adopted by the Auditor General. The Audit Committee also shall ensure that the financial records of the Foundation are maintained in accordance with generally accepted accounting principles, that consistent and reliable financial practices are followed and that the current financial status of the Foundation is reported to the Executive Committee, the Finance Committee and the Directors regularly.

(vii) Alumni Committee. The Alumni Committee shall coordinate with, and render assistance to, the FIU Alumni Association on fundraising issues and other activities and programs of mutual interest. The Committee shall assist in planning and implementing programs to generate revenue for alumni programs which, as example, may include a dues program for membership in the FIU Alumni Association, affinity card agreements, discount programs, and corporate underwriting of alumni affairs or events.

(viii) Athletics Committee. The Athletics Committee shall coordinate the efforts of the Foundation and render assistance to the FIU Department of Athletics in support of university athletic programs by keeping well informed in all areas of university athletics through periodic reports from the Director of Athletics, attendance at athletic contests, engaging in oversight and monitoring of the athletics program including NCAA, conference and scholastic requirements, serving an advocacy role for the promotion of university athletics within the larger community, and making recommendations to the Board of Directors pertaining to any of these areas as needed.

(ix) Marketing Committee. The Marketing Committee shall coordinate with, and render assistance to the Vice President for External Relations or the Chairperson's designee with developing, implementing, maintaining and evaluating a marketing, communication and public relations plan for the University. The Marketing Committee shall also assist in building awareness and support for FIU within the community by advocating university events and

## Exhibit "C"

activities. The Committee shall be responsible for advising the University in the selection of external agencies to assist in the formulation and execution of marketing plans and monitor the effectiveness of such plans and agencies. The Committee also shall advise with event planning and promote the university through attendance at events and assist in the design of a marketing budget for recommendation to the Finance Committee.

Section 3. Special Committees. The Chairperson of the Directors may establish Special Committees from time to time to assist the Directors in carrying out the purposes of the Foundation. The Chairperson shall report the establishment of all Special Committees which the Chairperson has appointed, and the names of their chairpersons and members to the Executive Committee and the Directors at the next ensuing regular meeting of the Executive Committee and Directors.

### ARTICLE 4. SPECIAL MEMBERS OF THE FOUNDATION.

Section 1. Purpose of Special Members. The Directors may from time to time, acting by majority vote, establish special categories of membership in the Foundation for the purpose of honoring persons for contributions, service or achievement. The qualifications for special membership for each category shall be determined by the Directors as they deem necessary for the benefit of the Foundation and the University. Special members shall have no vote in meetings of the Foundation's members or Directors except as specifically provided in these bylaws.

Section 2. Special Member Categories. The Foundation shall have the following special member categories for honorary and recognition purposes:

- (i) Chairperson Emeritus. This category honors the Chief Executive Officers of the Foundation who have rendered extraordinary service to the Foundation. The Directors may elect a former Chairperson, after his/her term of office shall have expired, as Chairperson Emeritus of the Foundation. The Chairperson Emeritus shall be elected by a two-thirds vote of the Directors.
- (ii) Director Emeritus. The Directors may elect a former Director, after his/her term of office shall have expired, as a Director Emeritus to honor those who have given distinguished service as members of the Board of Directors. The Director Emeritus shall be elected by a two-thirds vote of the Directors.

Section 3. Past Chairpersons. All past Chairpersons shall be members of the Board for a period of ten (10) years after leaving the Chairperson position with the right to vote, and he/she shall be accorded all the privileges of a Board member. The Past Chairpersons shall not be counted as elected Board members under Section 2(i) of these Bylaws.

### ARTICLE 5. EXECUTIVE AND ADMINISTRATIVE SUPPORT

There shall be an Executive Director of the Foundation. The President of the University shall approve and recommend to the Board of Directors a person to serve as Executive Director of the Foundation. After duly considering the recommendation of the University President, the Board

## Exhibit "C"

of Directors shall appoint, by majority vote, the Executive Director of the Foundation, whose primary responsibilities are to manage the corporate affairs of the Foundation on a day-to-day basis, in accordance with policies established by the Directors, and to carry out the functions and duties of the position as prescribed by the Directors. The Executive Director shall report to the Board of Directors and the University President.

There may be an Assistant Secretary and an Assistant Treasurer to whom the Secretary or Treasurer may delegate part of their duties. The Assistant Secretary and Assistant Treasurer shall report to the Secretary and Treasurer respectively. Neither the Executive Director, the Assistant Secretary nor the Assistant Treasurer shall be considered members or officers of the Foundation and shall have no voting rights.

### ARTICLE 6. AUXILIARY GROUPS.

The Foundation may cooperate with auxiliary groups of the University who are engaged in fundraising activities and other approved activities providing these are for the benefit of the University. The Foundation may permit them to use the Foundation's Certificate of Registration from the State of Florida and may offer them other facilities and services from time to time. All such fundraising activities shall be coordinated by the Vice President for Advancement. All relationships between an auxiliary group and the Foundation shall be governed by a written agreement with each such auxiliary group which shall be approved by the Foundation and kept on file in the office of the Secretary.

In addition, certain groups can be delegated certain specific authority to act on behalf of the Foundation, such as, the ability to contract up to a dollar limit, the right to be represented on the Foundation Board, or other items as contained in the written agreement must be in writing and approved by the Foundation at a full or Executive Committee meeting.

### ARTICLE 7. FUNDS.

Section 1. Fund Categories. The assets of the Foundation shall be held in various Funds as established in these Bylaws or as the Directors shall designate, with as many subfunds and accounts within these groupings as shall be necessary or desirable to achieve the purposes of the Foundation and to comply with the terms of gifts to the Foundation. The Foundation's Finance Committee shall review these fund categories at least annually and will recommend changes needed to the Executive Committee and the Directors. "Funds" include General Funds, Designated Funds (including Building Funds), Endowment Funds and other special fund categories.

Section 2. General Funds. General Funds are funds which may be used for the general purposes of the Foundation, including administration of the Foundation's affairs, or funds with restrictions which do not seriously inhibit their use for general Foundation purposes. All donations to the Foundation shall be credited to the General Funds when received, including all principal and income from properties donated to, disposed of, or held by the Foundation, unless the terms of gift shall require the Foundation to credit such donations or the income of principal from such properties to a specific Designated Fund, as described in the Bylaws, or to a specific use or

## Exhibit "C"

purpose inconsistent with the general unrestricted use by the Foundation of such donation or the income therefrom.

Section 3. Designated Funds. Designated Funds of the Foundation will be established for each major academic and administrative unit of the University to receive donations to the Foundation which are designated for such purposes. Additional Designated Funds for other specific purposes may be established by the Executive Committee or Directors. The principal of all designated Donations shall be credited to such Designated Fund. Interest income from designated funds shall be credited to the Foundation's General Funds to offset additional university fundraising and support activities unless the terms of gift specify otherwise.

Section 4. Building Funds. The Board of Directors may, from time to time, establish Building Funds for specifically designated capital projects. They shall be administered as Designated Funds.

Section 5. Endowment Funds. Endowment Funds, or Permanently Restricted net assets, are contributions including state matching that must be held and invested in perpetuity as stipulated by the Donor. Only the earnings generated by these investments may be expended and only in accordance with the donor's intent. All endowment funds are pooled and invested as directed by the Board of Directors. Investment earnings/losses are distributed to each endowment on a yearly basis based on its pro-rated share of earnings/losses generated by the permanently restricted net assets. Unless stipulated by the donor, earnings may not be permanently restricted. The Board of Directors will determine the percentage of yearly earnings to be distributed for spending and the percentage to be held in reserve as added principal. The added principal is available for future spending and although it is temporarily restricted, it may be used to calculate the endowment's average balance from which future distributions are based. Losses attributable to permanently restricted net assets must first reduce any added principal held in reserve prior to reducing the corpus of the endowment. Any permanently restricted net asset which has been reduced by losses must be reinstated to its original corpus before any future investment earnings are distributed for spending. No corpus including state matching may be reduced for spending. An administration fee, as approved by the Board of Directors, may be charged to endowments. This fee will be covered by the endowment's investment earnings, but may not reduce an endowment's corpus.

Section 6. Ownership and Use of Funds.

(i) All Funds described herein shall be the property of the Foundation and shall be owned by the Foundation as defined in and limited by its Articles of Incorporation, Bylaws, and applicable Florida and Federal law and regulations. In such capacity, the Foundation shall have the ultimate authority and control over all property in the Funds, and the income derived therefrom, for the general purposes of the Foundation.

(ii) The assets and income of any Fund may be commingled with those other unrestricted funds of the Foundation, or may be invested in units of a common investment fund which may be established or utilized by the Foundation, unless otherwise restricted by the terms of gift. The Foundation shall not have an obligation to commingle the assets for investment purposes and



## Exhibit "C"

may, in its discretion, retain any assets received or hold the assets of a Fund as a separate unit for investment purposes. Any investment or reinvestment of assets shall be made only in such investments as are appropriate for a prudent fiduciary.

(iii) Specific expenses necessary or desirable for the proper administration of each Fund and subfund shall be charged to that Fund or subfund. General operational and administrative expenses shall be charged to each Fund or subfund in accordance with a formula approved by the Directors unless inconsistent with the terms of gift or otherwise legally improper. Such charges shall be paid into the General Funds where they may be disbursed to pay such expenses. In the event such charges are inconsistent with the terms of gift or otherwise legally improper, the Directors shall determine which Funds may be used to pay for such expenses.

(iv) These provisions shall not limit in any way the power and ability of the Directors to accept special gifts from donors which may be used for purposes specified by the donors, if such purposes fall within the Foundation's broad general purposes, and which may be subject to such ownership, income and distribution characteristics and restrictions as the Directors of the Foundation and the donors of such gifts may agree, but no characteristic or restriction shall jeopardize the Foundation's tax exempt status or its corporate charter. The Directors intend that all donations will be administratively grouped as a part of one or more of the Funds specified above or as may be established.

(v) Upon the voluntary or involuntary dissolution of the Foundation, or decertification of the Foundation by the Board of Trustees, the Directors shall, after paying or providing for all debts and obligations of the Foundation, transfer the assets of the Foundation to the University, subject to the conditions, restrictions and limitations to which the assets were subject when they were assets of the Foundation.

Section 7. Checks and Depositories. Except as may otherwise be specified in these Bylaws, the Directors shall provide by Resolution which Officers, Directors, or their designees are authorized to draw checks on the Funds of the Foundation and may impose any reasonable terms, conditions or limitation on such authority. Checks or drafts on the Funds of the Foundation shall be signed by any two of the Officers, Directors, or their designees authorized to do so by the Directors or by these Bylaws. Funds of the Foundation shall be deposited to the credit of the Foundation only in institutions approved by the Directors by resolution and only in financial institutions insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation.

Section 8. Fiscal Year. The fiscal year of the Foundation shall be consistent with the fiscal year of the University.

### ARTICLE 8. AMENDMENTS.

Section 1. Amendments to Bylaws. These Bylaws may be altered, amended, rescinded, or repealed at any regular or special meeting of the voting Directors by the affirmative vote of two-thirds of all the Directors. Any amendment to the Bylaws, approved by the Board of Directors,

## Exhibit "C"

shall be submitted by the University President to the Board of Trustees for approval prior to its effective date.

Section 2. Amendments to Articles of Incorporation. Articles of Incorporation of the Foundation may be altered or amended at any regular or special meeting of the Board of Directors by resolution approved by the affirmative vote of ~~two-thirds a majority~~ of the voting Directors present, subject to approval by the Secretary of State of Florida as required by law and subject to any approval which may be required by the Board of Trustees. Written notice of any proposed amendment of the Articles of Incorporation shall be mailed to each Director not less than fifteen (15) days prior to any meeting at which such proposed amendment is to be considered.

Section 3. Requirements of Florida Law. All amendments to the Bylaws and Articles of Incorporation of the Foundation shall comply with Florida law and appropriate state rules and policies.

### ARTICLE 9. OFFICE.

The office of the Foundation shall be located at the University.

### ARTICLE 10. POWERS OF THE UNIVERSITY'S PRESIDENT AND EMPLOYMENT OF PERSONNEL.

The President of the University shall have the following powers and duties: (1) Monitor and control the use of university resources by the Foundation; (2) Control the use of the university name by the Foundation; (3) Monitor compliance of the Foundation with state and federal laws; (4) Recommend to the Board of Trustees an annual budget; (5) Review and approve expenditure plans at least quarterly; (6) Approve salary supplements and other compensation or benefits paid to university faculty and staff from Foundation assets; and salaries, benefits, and other compensation paid to employees of the Foundation, consistent with Board of Trustees' policies. Determination of compensation of athletic personnel from Foundation assets may be made at the discretion of the University President and may not be delegated; (7) Approve contribution of funds or supplements to support intercollegiate athletics.

Any person employed by the Foundation shall not be considered to be an employee of the State of Florida by virtue of such employment. Any employee of the State of Florida who is assigned to work on Foundation matters shall not be considered an employee of the Foundation.

### ARTICLE 11. SEAL.

The corporate seal of the Foundation shall bear the words "FLORIDA INTERNATIONAL UNIVERSITY FOUNDATION, INC." and "MIAMI, FLORIDA" and the date "1969".

### ARTICLE 12. PARLIAMENTARY PROCEDURE.

Where not addressed by these Bylaws, the Articles of Incorporation, or Florida law, all matters of procedure shall be governed by Roberts Rules of Order (latest edition).

Exhibit "C"

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**THE FLORIDA INTERNATIONAL UNIVERSITY  
BOARD OF TRUSTEES**

8 MAY 2006

**SUBJECT: DEPOSITORY OF UNIVERSITY FUNDS**

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**PROPOSED BOARD ACTION:**

Adopt the following Resolution:

**WHEREAS**, Florida International University (the “University”) has applied for a USAID grant to improve the administration of justice in Colombia; and

**WHEREAS**, as a condition of receiving the grant the University is required to maintain a bank account in Colombia; and

**WHEREAS**, the Board of Trustees (“BOT”) must designate the depositories at which University funds may be deposited; and

**WHEREAS**, Banco Union Colombiano, a foreign bank, is the bank used by USAID in Colombia and has been recommended to the University by USAID and the United States Embassy in Colombia.

**BE IT RESOLVED THAT**, the following banking institution is hereby designated as a depository of University funds:

Banco Unión Colombiano  
Bogota, Colombia

**BE IT FURTHER RESOLVED THAT** the University President and the Chief Financial Officer, or their respective designees, acting together, are hereby authorized and directed to take all actions necessary to open or close bank accounts at the designated depository.

**BE IT FURTHER RESOLVED THAT** should the University not be the recipient of the USAID grant, any bank accounts maintained by the University at Banco Union Colombiano shall be immediately closed.

**BACKGROUND INFORMATION:**

**A. STATUTORY AUTHORITY:**

**Section 1011.42, Florida Statutes (2004), University depositories; deposits into and withdrawals from depositories,** states in relevant part:

(1) The board of trustees of each university shall designate the depositories in which any university funds may be deposited. No bank shall be designated unless it is a qualified depository as provided by Florida Statutes.

**B. EXPLANATION FOR PROPOSED BOARD ACTION:**

Recently, the University bid on a large USAID project to improve the administration of justice in Colombia and was selected as one of the finalists. This \$20 million five-year projects seeks to: promote Colombia's adoption of an accusatorial system of criminal procedure; improve court administration; strengthen the public defense system and the delivery of legal services to the poor in general, expansion of multi-service Justice Houses in underserved areas of the country; and to bolster the capacity of civil society organizations to effectively advocate for justice modernization and coordinate with the Government of Colombia to promote the Rule of Law.

USAID expects to award this grant and sign the contract in early May 2006. As a condition of receiving the grant, the University is required to maintain a bank account in Colombia.

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**EXHIBITS/SUPPORTING DOCUMENTS:**           ▪ NONE

**FACILITATOR/PRESENTER:**                   ▪ VIVIAN SANCHEZ  
  ▪ ALEX ZYNE

**THE FLORIDA INTERNATIONAL UNIVERSITY  
BOARD OF TRUSTEES**

**8 MAY 2006**

**SUBJECT: AUTHORIZATION TO SIGN CHECKS**

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**PROPOSED BOARD ACTION:**

**WHEREAS**, the Board of Trustees (“BOT”) has approved depositories at banking institutions at which University funds may be deposited; and

**WHEREAS**, the University pays its legal obligations from said depositories; and

**WHEREAS**, the Board (“BOT”) must state with particularity the legal name and title of University employees who are authorized to sign checks to pay the legal obligations of the University.

**BE IT RESOLVED THAT**, the following officers and employees of the University are authorized to sign checks for the purpose of paying legal obligations of the University from accounts held at Banco Unión Colombiano, Bogota Colombia, as long as the expenditures are authorized by the terms of the USAID grant, all applicable University policies, and all Federal laws and regulations applicable to the USAID grant:

- Alexander Zyne, University Treasurer
- Luis Salas, Director, Center for the Administration of Justice
- Victor Uribe, Chair of History department and Director of FIU’s Colombia Office

**BACKGROUND INFORMATION:**

**A. STATUTORY AUTHORITY:**

**Section 1011.42(7), Florida Statutes (2004), University depositories; deposits into and withdrawals from depositories, states in relevant part:**

(7) The university board of trustees shall specifically designate and spread upon the minutes of the board the legal name and position title of any university employee authorized to sign checks to pay legal obligations of the university.

Recently, the University bid on a large USAID project to improve the administration of justice in Colombia and was selected as one of the finalists. This \$20 million five-year projects seeks to: promote Colombia's adoption of an accusatorial system of criminal procedure; improve court administration; strengthen the public defense system and the delivery of legal services to the poor in general, expansion of multi-service Justice Houses in underserved areas of the country; and to bolster the capacity of civil society organizations to effectively advocate for justice modernization and coordinate with the Government of Colombia to promote the Rule of Law.

USAID expects to award this grant and sign the contract in early May 2006. As a condition of receiving the grant, the University is required to maintain a bank account in Colombia.

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**EXHIBITS/SUPPORTING DOCUMENTS:**

- NONE

**FACILITATOR/PRESENTER:**

- VIVIAN SANCHEZ
- ALEX ZYNE



**THE FLORIDA INTERNATIONAL UNIVERSITY  
BOARD OF TRUSTEES**

**8 MAY 2006**

**SUBJECT: UNIVERSITY REPORTS AND UPDATES**

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- 1. PRESIDENT'S REPORT**
- 2. ACADEMIC POLICY & STUDENT AFFAIRS REPORT**
- 3. BUSINESS & FINANCE REPORT**
- 4. ADMINISTRATION & ATHLETICS REPORT**