



# **THE FLORIDA INTERNATIONAL UNIVERSITY**

## **BOARD OF TRUSTEES**

### **COMPENSATION WORKGROUP**

Tuesday, November 17, 2009  
10:00 a.m.

Florida International University  
Graham Center Ballrooms  
Modesto A. Maidique Campus  
Miami, Florida

#### **MEMBERSHIP**

Betsy Atkins, *Chair*  
Cesar Alvarez  
S. Lawrence Kahn  
Albert Maury

#### **AGENDA**

- |   |                 |
|---|-----------------|
| 1. Call to Order and Chair's Remarks  | Betsy Atkins    |
| 2. Approval of Minutes  | Betsy Atkins    |
| 3. Items for Workgroup Action and Review  | Betsy Atkins    |
| CW1. Personnel Policies ( <i>Review &amp; Adopt</i> )   | Jaffus Hardrick |
| • Domestic Violence Leave Policy  |                 |
| • Workplace Violence Policy   |                 |
| • FMLA, Maternity/Paternity, and Medical Leave Policy   |                 |
| • Sick Leave Policy   |                 |
| CW2. Ratification of Collective Bargaining Agreement, 2009-2012,<br>between The Florida International University Board of<br>Trustees and The Service Employees International Union<br>Local 1991 ( <i>Review &amp; Adopt</i> ) | Rosa Jones      |
| CW3. University Goals Report, 2009-2010 ( <i>Review</i> )   | Mark Rosenberg  |
| CW4. University Goals, 2009-2010 ( <i>Adopt</i> )   | Betsy Atkins    |
| 4. New Business ( <i>If Any</i> )   | Betsy Atkins    |
| 5. Concluding Remarks and Adjournment   | Betsy Atkins    |

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**THE FLORIDA INTERNATIONAL UNIVERSITY**  
**BOARD OF TRUSTEES**  
**Compensation Workgroup**

November 17, 2009

**Subject: Compensation Workgroup Meeting Minutes, 9 July 2009**

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Proposed Workgroup Action:

Adopt the following Resolution:

RESOLVED that the minutes of the meeting of the Florida International University Board of Trustees' Compensation Workgroup held on 9 July 2009, attached to this Resolution as Exhibit "CW-Minutes" are hereby approved.

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**EXHIBITS/SUPPORTING DOCUMENTS:**

- EXHIBIT "CW-MINUTES": 9 July 2009 Compensation Workgroup meeting minutes.

**FACILITATOR/PRESENTER:**

- Workgroup Chair Betsy Atkins

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**COMPENSATION WORKGROUP  
MINUTES  
THURSDAY, 9 JULY 2009**

**1. CALL TO ORDER AND CHAIR'S REMARKS**

The Florida International University Board of Trustees' Compensation Workgroup meeting was called to order on Thursday, 9 July 2009, via conference call by Workgroup Chair Betsy Atkins at 2:03 p.m.

The following attendance was recorded:

***Present:***

Betsy Atkins, *Chairperson*  
Cesar Alvarez  
S. Lawrence Kahn  
Albert Maury

Trustee Anthony Rionda and President Modesto A. Maidique were also in attendance.

Workgroup Chair Atkins welcomed everyone in attendance to the Compensation Workgroup meeting. She also welcomed Foundation Board of Directors, Inc. Treasurer Noel Guillama-Alvarez to the meeting.

**2. APPROVAL OF MINUTES**

Workgroup Chair Atkins asked if there were any additions or corrections to the minutes of the 9 June 2009, Compensation Workgroup meeting. Hearing none, the Workgroup adopted the following:

RESOLVED that the minutes of the meeting of the Florida International University Board of Trustees' Compensation Workgroup held on 9 June 2009, attached to this Resolution as Exhibit "CW-Minutes," are hereby approved.

**3. ITEMS FOR WORKGROUP ACTION AND REVIEW**

**CW1. PRESIDENT'S MANAGEMENT REPORT, 2008-2009**

President Modesto A. Maidique presented a report on the University's performance based on the Board approved goals for 2008-2009.

## **CW2. President's Management Review, 2008-2009**

Workgroup Chair Atkins led the discussion on the President's Management Review, 2008-2009, requesting that President Maidique excuse himself from this portion of the meeting. She noted that this action was strictly voluntary and that no one present was required to exit the meeting during the discussion. The Workgroup discussed the President's performance and Workgroup Chair Atkins noted that on behalf of the Workgroup, she would report on the Workgroup's comments for Board consideration.

The Workgroup members commended President Maidique for his outstanding leadership and performance that continuously surpassed the Board's expectations.

After discussion, the Workgroup recommended Board adoption of the following Resolution:

WHEREAS, the Florida International University Board of Trustees ("the BOT") has been charged with annually evaluating the University President; and

WHEREAS, the BOT conducted the performance evaluation of President Modesto A. Maidique for the 2008-2009 fiscal year; and

WHEREAS, the BOT must submit the evaluation to the Florida Board of Governors for review;

THEREFORE, BE IT RESOLVED, that the BOT grants a **Superior** Performance rating to President Modesto A. Maidique in his leadership of Florida International University during fiscal year 2008-2009;

BE IT FURTHER RESOLVED, that the BOT authorizes the Vice President for Human Resources to submit the evaluation of the President to the Florida Board of Governors; and

BE IT FURTHER RESOLVED, that the Vice President for Human Resources is authorized to take all actions necessary to give effect to this Resolution.

## **CW3. PRESIDENTIAL BONUS**

Workgroup Chair Atkins led the discussion on the contractual Presidential Bonus. The Workgroup noted that President Maidique's compensation was notably lower than the benchmark data of comparable institutions. The Workgroup also engaged in a discussion regarding the President's superior performance rating meriting a higher bonus amount than the target \$50,000 included in his contract. The Workgroup members noted that due to the persisting state budget situation, the minimum \$50,000 bonus has been awarded to President Maidique over the past 2 years despite the Board's desire to grant a substantially greater amount. Trustee Cesar Alvarez added that a bonus amount of \$100,000 in recognition of President Maidique's unyielding dedication and commitment to the University would be appropriate. Trustee S. Lawrence Kahn noted that the Foundation budget has allocated \$50,000 for the presidential bonus.

Workgroup Chair Atkins noted that the President's current salary in addition to the proposed bonus was still under the median as has been reflected in the executive compensation study; therefore they determined that they would recommend to the Board that it grant University President Modesto Maidique a bonus of \$100,000. She asked Foundation Treasurer and Chair of the Finance and Audit Committee, Noel Guillama-Alvarez, to present the \$100,000 bonus amount to the Foundation Board for approval, adding that the already budgeted \$50,000 could be paid immediately, while the additional \$50,000 would need Foundation Board approval and if approved, could be distributed when the Foundation had the funds.

On behalf of the Workgroup, Workgroup Chair Atkins, thanked the FIU Foundation for its continuous support of the University.

After discussion, the Workgroup recommended Board adoption of the following Resolution, pending approval of the additional amount by the Foundation Board:

WHEREAS, fiscal year 2008 - 2009 was one of exceptional accomplishments in diverse and critical areas for FIU as a result of President Maidique's strong leadership, and

WHEREAS, a significant majority of the four goals and associated critical initiatives pertaining to academic performance, academic excellence, advancing the College of Medicine and financial stability, were achieved, and

WHEREAS, the Board of Trustees granted President Maidique a **Superior** Performance rating based on these accomplishments, some of which included:

- Improved academic performance by continuing to attract the best and brightest students welcoming a freshman class with an average GPA of 3.69, average combined SAT of 1160 and average combined ACT of 25.
- Graduation of Doctoral Students reached 127 demonstrating a continued growth working towards the target of 150 by 2013.
- Strengthened academic excellence as is evidenced by the College of Business selection as top 15 schools by *The Princeton Review's* "Student Opinion Honors for Business Schools"; 2009 *BusinessWeek's* ranking of the Landon Undergraduate School of Business at #15 for public 2-year programs in the nation; the Executive MBA program was ranked 82<sup>nd</sup> on the global list by Financial Times, placing it in the top 35 in the United States; accreditation of the College of Law by the Association of American Law Schools.
- Strengthened academic reputation by increasing overall research applications 29% to 642 with total requested funding increasing by 24.5% to \$257 million and by increasing research awards in the strategic area of Health Sciences over \$4 million to \$10.2 million, about 250%.

- Advanced the College of Medicine by obtaining \$11 million in recurring funds from the State Legislature and through strong fundraising resulting in \$56 million from donor and corresponding state matching funds, surpassing \$95 million since the inception of the College of Medicine.
- Strengthened fiscal self-sufficiency by raising \$75.2 million from donor and corresponding state matching funds surpassing the university's historical high and exceeding the target by 109%.
- Strengthened the institution's compliance infrastructure by filling key positions within the Office of Internal Audit and the Division of Intercollegiate Athletics, NCAA Compliance.

WHEREAS, to accomplish these goals, President Maidique pursued a strong vision, planned its implementation through a capable senior management team, and leveraged strong internal and external relationships, and

WHEREAS, Section 4.2 of the President's contract provides that the President shall be eligible for a bonus of "\$50,000 or such greater amount as the Board or Board Committee may determine in its discretion"; and

WHEREAS, the President's contract further provides that the bonus shall be determined no later than September 30 and shall be paid within 10 days of its determination; and

WHEREAS, the Board wants to recognize the accomplishments of President Maidique during the fiscal year 2008 - 2009; therefore

BE IT RESOLVED that the Board approves a bonus of \$100,000 for President Maidique, effective September 30, 2009, in recognition of his leadership.

#### **4. NEW BUSINESS**

No other new business was raised.

#### **5. CLOSING REMARKS AND ADJOURNMENT**

With no other business, the meeting of the Florida International University Board of Trustees' Compensation Workgroup was adjourned on Thursday, 9 July 2009, at 2:29 p.m.

*Attachments: Exhibits "CW-Minutes".*

*Trustee requests:*

*There were no Trustee requests.*



**THE FLORIDA INTERNATIONAL UNIVERSITY**  
**BOARD OF TRUSTEES**  
**Compensation Workgroup**

November 17, 2009

**Subject: Personnel Policies**

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Proposed Workgroup Action:

Recommend Board Adoption of the following Resolution:

WHEREAS, the Florida International University Board of Trustees (“the BOT”) is the public employer of all employees of the University and has the power and duty to adopt personnel policies for all University employees; and

WHEREAS, the Division of Human Resources is presenting four policies which include (1) a Domestic Violence Leave Policy; (2) a Workplace Violence Policy; (3) a revised FMLA, Maternity/Paternity, and Medical Leave Policy; (4) a revised Sick Leave Policy; and

WHEREAS, the Division of Human Resources proposes board adoption of the four aforementioned policies;

NOW, THEREFORE, BE IT RESOLVED, that the BOT approves the Domestic Violence Leave Policy attached hereto as Exhibit “B”; the Workplace Violence Policy attached hereto as Exhibit “C”; the amendment to the FMLA, Parental, and Medical Leave Policy attached hereto as Exhibit “D”; and the amendment to the Sick Leave Policy attached hereto as Exhibit “E”;

BE IT FURTHER RESOLVED that the four aforementioned policies shall be effective immediately; and

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

**Background Information:**

**Legal Authority:**

**Section 1001.74, Florida Statutes (2008), K-20 Governance, University Boards of Trustees powers and duties, states in part:**

(5)(a) To the extent delegated by the Board of governors . . . , each board of trustees shall establish the personnel program for all employees of the university except the president.

**EXPLANATION FOR PROPOSED BOARD ACTION:**

The Human Resources division is proposing Board adoption (1) of a Domestic Violence Leave Policy to administer domestic violence leave per Florida Statute 741.313 and (2) of a Workplace Violence Policy in order to demonstrate the University's commitment to providing faculty, staff and students an environment that is safe, secure and free from threats, intimidation and violence and (3) of a revised FMLA, Maternity/Paternity, and Medical Leave Policy to include the updated regulations and (4) of a revised Sick Leave Policy to expand the authorized use of sick leave including military leave, maternity/paternity leave and domestic violence leave.

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**Exhibits/Supporting Documents:**

- ATTACHMENT "1": Summary of Personnel Policies
- EXHIBIT "B": Division of Human Resources – Domestic Violence Leave Policy
- EXHIBIT "C": Division of Human Resources – Workplace Violence Policy
- EXHIBIT "D": Division of Human Resources – FMLA, Maternity/Paternity, and Medical Leave Policy
- EXHIBIT "E": Division of Human Resources – Sick Leave Policy

**Facilitator/Presenter:**

- Jaffus Hardrick



## Summary of Personnel Policies

### Domestic Violence Leave Policy (new)

- In response to Florida Statute 741.313 (Revised 2007) to ensure compliance;
- Employee entitlement of up to three (3) days of unpaid leave in a twelve (12) month rolling year period.

### Workplace Violence Policy (new)

- Currently, policy does not exist to address workplace violence;
- In response to changing environment;
- Communicate University's position regarding workplace violence and consequences of such acts.

### FMLA, Maternity/Paternity and Medical Leave Policy (revised)

- Update policy per FMLA Regulation to ensure compliance - revision includes allowance for military leave qualifying events, such as:
  - Exigency event (prepare for military leave),
  - Care for injured service member;
- Clarify difference between FMLA maternity/paternity leave, University maternity/paternity leave, and medical (non-FMLA) leave;
- Clarify employee eligibility and leave entitlement;
- Reformatted policy to improve readability.

### Sick Leave Policy (revised)

- Update policy as a result of new Domestic Leave Policy and revised FMLA, Maternity/Paternity and Medical Leave Policy to include allowance of usage for maternity/paternity, domestic violence, and military leave entitlements.

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[Banner below indicates who needs to review policy. Most common example: University Community (faculty, staff and students)]

***University Staff (non-bargaining unit faculty and employees)***

<b>SUBJECT (R*)</b>	<b>EFFECTIVE DATE (R*)</b>	<b>POLICY NUMBER (O*)</b>
DOMESTIC VIOLENCE LEAVE	TBD	<b>DRAFT</b>

**POLICY STATEMENT (R\*)**

Employees shall be granted up to three working days of unpaid job protected leave within a 12 month rolling year period to deal with issues relating to domestic violence suffered by the employee or a family or household member.

All employees are eligible for Domestic Violence Leave provided they have worked for the University for at least three months or longer prior to requesting the Domestic Violence Leave.

**REASON FOR POLICY (O\*)**

To administer domestic violence leave per Florida Statute 741.313 in accordance with University procedures.

**RELATED INFORMATION (O\*)**

Florida Statute 741.313

**DEFINITIONS (R\*)**

1. "Domestic Violence" means assault, aggravated assault, battery, aggravated battery, sexual assault, sexual battery, stalking, aggravated stalking, kidnapping, false imprisonment, or any criminal offense resulting in physical injury or death of one family or household member by another family or household member (Florida Statute 741.28(2)).
2. "Family or household member" means spouses, former spouses, persons related by blood or marriage, persons who are presently residing together as if a family or who have resided together in the past as if a family, and persons who are parents of a child in common regardless of whether they have been married. With the exception of persons who have a child in common, the family or household members must be currently residing or have in the past resided together in the same single dwelling unit (Florida Statute 741.28(3)).

**PROCEDURES (O\*)**

Employees are required to provide appropriate advance notice of the need for leave, except in cases of imminent danger to the health or safety of the employee, or to the health or safety of a family or household member.

Employees utilizing this leave category may, through their own efforts, undertake to do the following:

- Obtain an injunction for protection against domestic violence or an injunction for protection in cases of repeat violence, dating violence, or sexual violence;
- Obtain medical or mental health care in connection with domestic violence;
- Seek services from a victim services organization;
- Seek legal assistance in addressing issues arising from domestic or sexual violence or prepare for court proceedings for the same; or
- Secure existing housing from the perpetrator of the domestic or sexual violence or obtain new housing to escape the perpetrator.

If the employee has accrued sick, vacation and/or earned compensatory leave, the employee must use paid leave first and take the remainder of the leave period as unpaid leave. If, however, an employee does not have sufficient accrued sick, vacation and/or earned compensatory leave accrued, the time allowed per this policy will be approved without pay. Domestic Violence Leave may run

concurrently with Family Medical Leave if applicable.

Employees are required to provide sufficient documentation of the act of domestic violence. This documentation includes any written statement evidencing the employee's use of victims' services, medical or professional treatment of services, social or faith-based services, law enforcement or legal proceedings, or other actions or use of resources required to increase immediate safety. All written documentation will be kept strictly confidential and in a secured file separate from an employee's personnel file. This record is exempt from state public records disclosure requirements until one year after the leave is taken.

Employees are encouraged to seek help from law enforcement and/or from domestic violence counseling agencies. Employees may also seek assistance and referrals on campus through the Office of Employee Assistance.

### **RESPONSIBILITIES (O\*)**

### **HISTORY (R\*)**

Florida Law, s. 741.313 became effective July 1, 2007.

### **RESPONSIBLE UNIVERSITY DIVISION/DEPARTMENT (R\*)**

Division of Human Resources  
Florida International University

### **RESPONSIBLE ADMINISTRATIVE OVERSIGHT (R\*)**

Employee and Labor Relations  
11200 S.W. Eighth Street, PC 236  
Miami, Florida 33199  
Telephone Number: (305) 348-2181

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For any questions or comments, the "Document Details" view for this policy online provides complete contact information.

### **FORMS/ONLINE PROCESSES (O\*)**

Link to the above referenced Form(s) available in the "Document Details" Section of the online version of this policy document.

**\*R = Required \*O = Optional**



[Banner below indicates who needs to review policy. Most common example: University Community (faculty, staff and students)]

***University Staff (non-bargaining unit faculty and employees)***

<b>SUBJECT (R*)</b>	<b>EFFECTIVE DATE (R*)</b>	<b>POLICY NUMBER (O*)</b>
WORKPLACE VIOLENCE	TBD	<b>DRAFT</b>

**POLICY STATEMENT (R\*)**

Florida International University is committed to providing faculty, staff and students an environment that is safe, secure and free from threats, intimidation and violence. Such behavior while on University owned or controlled property, or while engaged in official University business, is strictly prohibited and will not be tolerated. Faculty, staff and student employees are expected to conduct themselves in a manner that promotes a community free from violence, including but not limited to threats of violence, harassment, intimidation, bullying, and disruptive behavior of a violent nature, irrespective of the motivation of the person acting in this manner.

Any form of violence by an employee against another employee, student, vendor or visitor to the University, including but not limited to physical attack, intimidation, bullying, threats or property damage, and irrespective of whether or not the violent act was motivated by an attack on someone based on but not limited to race, national origin, sex and/or sexual orientation, shall be cause for disciplinary action up to and including dismissal and may also result in criminal prosecution, if federal, state or local laws are violated.

Employees who intentionally file false reports pertaining to workplace violence shall be subject to disciplinary action, up to and including dismissal and may also result in criminal prosecution.

**REASON FOR POLICY (O\*)**

As an academic institution, Florida International University will provide an environment and workplace that fosters learning, research, teaching, work study and growth. To fulfill this objective, the University will respond swiftly and take immediate action if violence or the threat of violence arises.

**RELATED INFORMATION (O\*)**

**DEFINITIONS (R\*)**

1. "Bullying" means systematically and chronically inflicting physical hurt or psychological distress on one or more individuals.
2. "Harassment" is any threatening, insulting, or dehumanizing gesture, use of data or computer software, or written, verbal or physical conduct against a person that results in reasonable fear of harm to that person or their property.
3. "Intimidation" is an intentional act towards another person(s) that results in reasonable fear for his or her safety and/or the safety of others in the workplace.
4. "Physical Attack" is unwanted or hostile physical contact such as hitting, kicking, fighting, pushing, shoving or throwing objects.
5. "Property Damage" is intentional damage to or destruction of property owned by the University or its students, employees, vendors or visitors.
6. "Threat" is the express intent to cause physical or mental harm. An expression constitutes a threat without regard to whether the party communicating the threat has the present ability to carry it out and without regard to whether the expression is contingent, conditional or future.

7. "Workplace Violence" is defined as any actual or threatening behavior of a violent nature, as understood by a reasonable person, exhibited by faculty, staff, student employees or others, but is not limited to, intimidation, threats, physical attack, bullying, domestic violence or property damage.

#### **PROCEDURES (O\*)**

All acts of violence must be reported to the proper authorities such as the immediate supervisor, department or divisional head and the Division of Human Resources. Threats or assaults that require immediate attention and response must be reported to University Police by dialing 305-348-5911 or (911).

#### **RESPONSIBILITIES (O\*)**

#### **HISTORY (R\*)**

Effective Date:

#### **RESPONSIBLE UNIVERSITY DIVISION/DEPARTMENT (R\*)**

Division of Human Resources  
Florida International University

#### **RESPONSIBLE ADMINISTRATIVE OVERSIGHT (R\*)**

Employee and Labor Relations  
11200 S.W. 8<sup>th</sup> Street, PC 236  
Miami, Florida 33199  
Telephone Number: (305) 348-2181

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For any questions or comments, the "Document Details" view for this policy online provides complete contact information.

#### **FORMS/ONLINE PROCESSES (O\*)**

Link to the above referenced Form(s) available in the "Document Details" Section of the online version of this policy document.

**\*R = Required \*O = Optional**





[Banner below indicates who needs to review policy. Most common example: University Community (faculty, staff and students)]

***University Staff (non-bargaining unit faculty and employees)***

SUBJECT (R*)	EFFECTIVE DATE (R*)	POLICY NUMBER (O*)
FMLA, <del>PARENTAL MATERNITY/PATERNITY</del> , AND MEDICAL LEAVE	July 2005	<b><u>DRAFT</u></b>

**POLICY STATEMENT (R\*)**

This policy outlines the federally-mandated Family and Medical Leave Act (FMLA); the University Maternity/Paternity Leave; and the University 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.

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

While an employee is on paid leave under this policy, the University will continue to pay the matching portion of the employee's health and basic State life insurance premiums. While on approved medical leave of absence without pay under this policy, the University will continue to pay up to six months of the State's contribution for health and basic State life insurance premiums so long as the employee pays his/her portion of the premiums.

Family Medical Leave Act **FAMILY MEDICAL LEAVE ACT** (Applies to all Eligible Employees)

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

Eligibility

To be eligible for FMLA leave, an employee must:

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

Qualifying Events

~~To qualify, An eligible employee is entitled to a total of twelve (12) workweeks of unpaid leave in a twelve (12) month period based on one or more of 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, child, or parent – but not a parent-in-law with a serious health condition; ~~or~~
- The serious health condition of the employee;
- To address a qualifying exigency as defined under FMLA arising out of the fact that a spouse, son, daughter, or parent has been called to covered active duty; and/or
- To care for a covered servicemember with a serious injury or illness. This special leave entitlement for servicemember caregivers grants eligible employees a total of twenty-six (26) workweeks/960 hours of leave in a single twelve (12) month period.

Leave Entitlement

- Leave may be taken on a continuous, intermittent, reduced workday/workweek basis or a combination thereof.
- For the birth or placement of a child, leave entitlement expires at the end of the twelve (12) month period beginning on the date of the birth and/or placement of a child.
- Spouses who are both employed by the University may be limited to a:
  - Combined total of twelve (12) weeks of leave during a twelve (12) month period if the leave is taken to care for the employee's parent with a serious health condition or for the birth or placement of a child; or
  - Combined total of twenty-six (26) weeks of leave during a single twelve (12) month period to care for a covered military servicemember with a serious injury or illness.

Notice and Certification

- Employees are to provide thirty (30) days advance notice, in writing, when the need is foreseeable; otherwise such notice must be given as soon as practicable.
- The University requires employees to provide medical certification to support a medical absence of four or more days and at the completion of the leave, if applicable, present a medical certification stipulating the employee's ability to return to work.

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.~~

~~Parental Leave~~ MATERNITY/PATERNITY LEAVE (Excludes Temporary and Student Workers)

The University ~~will~~ may grant up to six (6) months leave (twelve (12) weeks under FMLA for eligible employees and twelve (12) weeks under Maternity/Paternity leave) for the qualifying events listed below. 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:

Qualifying Events

- ~~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).~~

Leave Entitlement

- Maternity/Paternity leave may begin no more than two weeks prior to the delivery date but no later than the date the child is born. If leave is not taken by the date the child is born, the employee shall qualify solely for the twelve (12) weeks granted under FMLA, and only if the employee meets eligibility criteria.
- Leave may also be taken on a continuous, ~~used intermittent~~ intermittent, tently or under certain circumstances may use the leave to reduced the workweek/-or-workday basis, resulting in a reduced work schedule or combination thereof contingent upon supervisory approval.
- Spouses who are both employed by the University may be limited to a combined total of up to twelve (12) or twenty-four (24) weeks (whichever is applicable) of leave during a twelve (12) month period.

Notice and Certification

- ~~Parental~~ Maternity/Paternity leave of absence requests shall be in writing, ~~when possible,~~ with at least 30 days advance 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 anticipated date the employee will of return to work.~~
- ~~For parental leave, Documentation must be provided by the employee's doctor or spouse's doctor of the expected due date, or official documentation for adoption or foster care. 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.~~

~~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 combination of accrued vacation and sick leave must be used. Leave may also be used intermittently or under certain circumstances may use the leave 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 or spouse's doctor 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 **MEDICAL LEAVE (Excludes Temporary and Student Workers)**

Medical Leave applies to an employee who is not eligible for FMLA and who is absent for more than four days due to his/her serious health condition or to care for an immediate family member.

#### Non-FMLA Eligibility

- The employee has not met the initial FMLA eligibility requirements (i.e., length of service or minimum hours worked);
- The employee has a medical condition that has exhausted the 12 weeks of FMLA entitlement either from a prior leave or from an existing ongoing condition; or
- The medical facts presented do not support eligibility as defined under FMLA.

~~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 may use the leave to reduce the workweek or workday, resulting in a reduced work schedule.~~

#### Notice and Certification

- Employees are to provide thirty (30) days advance notice, in writing, when the need is foreseeable; otherwise such notice must be given as soon as practicable.
- The University requires employees to provide medical certification to support a medical absence of four or more days and at the completion of the leave, if applicable, present a medical certification stipulating the employee's ability to return to work.

~~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.~~

#### **REASON FOR POLICY (O\*)**

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

#### **RELATED INFORMATION (O\*)**

United States Department of Labor Employment Standards Administration  
<http://www.dol.gov/esa/whd/fmla/fmlaAmended.htm>

### DEFINITIONS (R\*)

#### FMLA Definitions

"Covered active duty" means (a) in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and (b) in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty under a provision of law referred to in section 101(a)(13)(B) of title 10, United States Code.

"Covered Servicemember" means (a) a member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or (b) a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

"Family" means spouse, parent (not parent-in-law), son or daughter (under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability).

"Next of kin" means nearest blood relative of that individual.

"Qualifying exigencies" may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings

### PROCEDURES (O\*)

FMLA, Parental & Medical Leave Procedures [http://hr.fiu.edu/index.php?name=fmla\\_parental\\_medical](http://hr.fiu.edu/index.php?name=fmla_parental_medical)

### RESPONSIBILITIES (O\*)

### HISTORY (R\*)

Effective July 2005, Revision Date TBD

#### RESPONSIBLE UNIVERSITY DIVISION/DEPARTMENT (R\*)

Division of Human Resources  
 Florida International University

#### RESPONSIBLE ADMINISTRATIVE OVERSIGHT (R\*)

Employee and Labor Relations  
 11200 S.W. Eighth Street, PC 236  
 Miami, Florida 33199  
 Telephone Number: (305) 348-2181

The University Policies and Procedures Library is updated regularly. In order to ensure a printed copy of this document is current, please access it online at [www.policies.fiu.edu](http://www.policies.fiu.edu).

For any questions or comments, the "Document Details" view for this policy online provides complete contact information.

### FORMS/ONLINE PROCESSES (O\*)

Link to the above referenced Form(s) available in the "Document Details" Section of the online version of this policy document.

\*R = Required \*O = Optional

*University Staff (non-bargaining unit faculty and employees)*

SUBJECT (R*)	EFFECTIVE DATE (R*)	POLICY NUMBER (O*)
SICK LEAVE	July 2005	1710.295

**POLICY STATEMENT (R\*)**

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.
- 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 deal with issues relating to domestic violence suffered by the employee or a family or household member, as per the Domestic Violence Leave Policy.
- Qualifying events for a covered family member's service in the armed forces as described under the revised FMLA/Maternity/Paternity, and Medical Leave Policy.

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

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.

**SICK LEAVE ACCRUAL**

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

**REASON FOR POLICY (O\*)**

To administer the accrual and appropriate use of sick leave.

**DEFINITIONS (R\*)**

“Illness/Injury” means 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 Americans with Disabilities Act, the provisions of Public Law 101- 336 shall apply.

“Employee’s Immediate Family” is defined as spouse, children (including foster or stepchildren), parents (including stepparents), brother and sister (including stepbrother and stepsister), grandparents, and grandchildren.

**RESPONSIBLE UNIVERSITY DIVISION/DEPARTMENT (R\*)**

Division of Human Resources  
Florida International University

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**RESPONSIBLE ADMINISTRATIVE OVERSIGHT (R\*)**

Employee and Labor Relations  
Florida International University  
11200 S.W. Eighth Street - PC 236  
Miami, Florida 33199  
Telephone: (305) 348-2079

For any questions or comments, the “Document Details” view for this policy online provides complete contact information.

**\*R = Required \*O = Optional**

**THE FLORIDA INTERNATIONAL UNIVERSITY**  
**BOARD OF TRUSTEES**  
**Compensation Workgroup**

November 17, 2009

**Subject: Ratification of the Collective Bargaining Agreement, 2009-2012, Between the Florida International University Board of Trustees and the Service Employees International Union Local 1991**

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**Proposed Workgroup Action:**

Recommend Board Adoption of the following Resolution:

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

WHEREAS, certain employees of the University Health Center (i.e., nurses) are members of a bargaining unit represented by the Service Employees International Union Local 1991 (SEIU); and

WHEREAS, representatives of the BOT and the SEIU have engaged in collective bargaining and have reached an agreement on the terms of the 2009-2012 BOT-SEIU Collective Bargaining Agreement (“Agreement”) and Policies, Attached as Exhibit “F;” and

WHEREAS, the members of the bargaining unit represented by SEIU voted to ratify the Agreement and Policies on November 3, 2009;

NOW, THEREFORE BE IT RESOLVED, that the BOT hereby ratifies the 2009-2012 BOT-SEIU Collective Bargaining Agreement and Policies attached hereto as Exhibit “F”;

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

**BACKGROUND INFORMATION:**

**LEGAL AUTHORITY:**

**Board of Governors’ regulation 1.001(5)(b) delegating and delineating powers of local boards of trustees, provides in pertinent part:**

Each board of trustees shall act as the sole public employer with regard to all public employees of its university for the purposes of collective bargaining, and shall serve as the legislative body for the resolution of impasses with regard to collective bargaining matters.

**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:**

For several months, representatives of the BOT and the SEIU have met in collective bargaining negotiations to discuss the terms and conditions of employment that will govern bargaining unit personnel within the members of the SEIU (e.g., nurses at the University Health Center). The bargaining teams have reached an Agreement for a term of three years. The Agreement is presented to the Board for ratification as required by Chapter 447, Florida Statutes.

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**Exhibits/Supporting Documents:**

- ATTACHMENT 2: Term Sheet
- EXHIBIT “F”: BOT-SEIU- Collective Bargaining Agreement and Policies

**Facilitator/Presenter:**

- Rosa Jones



## **SEIU COLLECTIVE BARGAINING**

Term: Three years

Wages: 2008-2009: No across-the-board increase or merit pay will be given.

2009-2010: 2% across-the-board increase, effective May 8, 2009. No merit pay will be given.

2010-2011: No across-the-board increase will be given. There will be a merit increase of 1.5%, effective December 1, 2010.

Significant Changes: The collective bargaining agreement and policies remained the same with minor revisions to conform to the rest of the University's. Additionally, the Union will now be using the same performance review system and recruiting policy (which includes the updated background checks process) as used for non-unit employees.

Date of Union Ratification: November 3, 2009

**The Florida International University  
Board of Trustees**

**and**

**The Service Employees International Union  
Local 1991**

**Collective Bargaining Agreement**

**20096-201209**

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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 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.

### 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 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;
- (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:

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 subparagraphs (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.

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 2008-2009**

a) The Board shall not give any (0%) across-the-board salary increase or merit increase for Fiscal Year 2008-2009.

## **7.2 Salary Increases for Fiscal Year 2009-2010**

a) Across-the-board Salary Increase. The Board shall provide all eligible bargaining unit employees with an across-the-board salary increase to the eligible employees' base pay and in proportion to their full-time equivalency (FTE) of two percent (2%) ~~effective effective the first pay period following May 8, 2009. July 1, 2009 provided that the agreement is ratified prior to that date. The increase shall be effective the first pay period following the date of joint ratification of the contract by the parties. The increase will not be retroactive.~~ Eligible employees refer solely to those employees who have been employed with the University on or before ~~November 8, 2008~~January 1, 2009, continuously employed through the date of joint ratification, and 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 2009-2010 Fiscal Year, the employee may receive the increase; however, such increase shall be effective on the date the employee becomes eligible, and not retroactively applied.

b) Merit Increase. The Board shall not give any (0%) merit increase for Fiscal Year 2009-2010.

## **7.3 Salary Increases for Fiscal Year 2010-2011**

a) Across-the-board Salary Increase. The Board shall not give any (0%) across-the-board salary increases for Fiscal Year 2010-2011.

b) Merit Increase. The Board shall provide merit increases from a pool equal to one and one-half (1 ½%) percent of the base rate of pay of the bargaining unit's members pay. The merit pay shall be distributed in accordance with the criteria and rating of the Operational Excellence Award. Merit increases shall be effective the first pay period following December 1, 2010. Merit increases shall not adjust the base salary rate of the bargaining unit member. To be eligible, the employee must have been employed by the University before July 1, 2010, and continuously through the effective date of the salary action.

**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.

## **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.

**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 [Director of University Health Services 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 [Director of University Health Services 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.

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.

IN WITNESS WHEREOF, the parties have set their signatures this \_\_\_\_ day of \_\_\_\_\_, 2009.

FOR THE FLORIDA  
INTERNATIONAL UNIVERSITY  
BOARD OF TRUSTEES

FOR THE SERVICE EMPLOYEES  
INTERNATIONAL UNION

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

\_\_\_\_\_  
Libby Navarrette  
Chief Negotiator

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

\_\_\_\_\_  
Martha Baker  
President, SEIU Local 1991

\_\_\_\_\_  
Elizabeth Marston  
Chief Negotiator

Date ratified by The Service Employees International Union: \_\_\_\_\_

Date ratified by The FIU Board of Trustees: \_\_\_\_\_

**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  
\_\_\_\_\_

**The Florida International University  
Board of Trustees**

**and**

**The Service Employees International Union  
Local 1991**

**Policies**

**20095-2012~~08~~**

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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 FIU-104. ~~(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.

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.

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 combination of accrued vacation and sick ~~leave may~~ leave may be used. Leave may also be used intermittently or under certain ~~circumstances—the~~ 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~~ 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, 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.

### 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

<http://Security.fiu.edu>

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

**Confirmation**

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

A transfer is a 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. Whenever possible, an employee in the bargaining unit will be given ten (10) working days' written notice prior to the effective date of the change in assignment. 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.

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.

**Definition:**

"Leave pending investigation" may be an approved leave and with no reduction of personal accrued leave or without pay and with a reduction in personal accrued leave.

**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 ~~may~~ 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.

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:**

The Performance Excellence Process (PEP) promotes annual planning and assessment on a common anniversary date. Every employee shall be assessed on an annual basis on a date established by the Division of Human Resources.

~~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:**

Florida International University recognizes that (1) a productive and collaborative work environment is critical in advancing the University's mission and (2) effective communication between employees and supervisors is necessary, and (3) timely, regular, and meaningful feedback helps to ensure mutual understanding of performance expectations and fosters performance development. The Performance Excellence Process (PEP) is aligned with the University's objectives by:

- Providing consistent criteria for enhancing and assessing employee performance on a common annual date aligned with the University's fiscal year;
- Ensuring that the quality and quantity of work performed by FIU's staff members best meets the University needs;
- Encouraging continuous communication between supervisors and employees about the employee's job performance;

- Setting Specific, Measurable, Agreed-upon, Results-focused, and Timed goals (SMART) to ensure that employees and supervisors are meeting the expectation of their job as well as contributing to the goals and objectives of the University;
- Providing career and/or skills development plans.

~~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~~ 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~~ 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 appropriate thorough investigations of prospective and current regular full-time, part-time or temporary employees.

**Policy:**

All prospective candidates for employment at Florida International University (FIU or University) for a regular full-time, part-time or temporary position will, at a minimum, be subject to a reference check, a criminal history check, and any other background check required by law. Depending on the particular position sought, prospective candidates may be required to undergo additional background checks including, without limitation: education verification, license verification, creditworthiness, drug testing and more in-depth criminal background check which includes fingerprinting.

Background checks shall be conducted in accordance with all applicable federal and state laws. The University shall review the results of all background checks and shall make a final determination regarding suitability for employment.

The University will conduct the following background checks under these circumstances:

1. Reference Checks

- The University shall conduct reference checks on all prospective employees.

2. Criminal History Checks

- The University shall conduct criminal history checks on all prospective candidates who are final applicants for open positions;
- The University shall conduct criminal history checks on current employees who are final applicants for promotional or transfer opportunities to positions where criminal history checks are required by law;
- The University shall conduct more in-depth criminal checks which includes fingerprinting, through the Florida Department of Law Enforcement, for the

following positions, including, without limitation: law enforcement personnel, individuals handling cash or managing cash transactions, all financial services positions, individuals who will have unrestricted access to master keys, information technology positions, individuals who will work in The Children's Creative Learning Center, or individuals working in the University Residence Halls and all employees of the Athletics Department who travel with students to events.

- Federal or state law may dictate that certain additional prospective candidates undergo these or other background checks including, without limitation, employees who will work with certain levels and types of controlled substances in research, radioactive materials, or select agents; and instructional or non-instructional personnel who will work with a State of Florida school board.

### 3. Language Proficiency

- The University shall ensure that all faculty members with teaching assignments are proficient in speaking English.

### 4. Educational Verification

- The University shall conduct educational verification checks of all prospective candidates for positions requiring a degree.

### 5. License Verification

- The University shall conduct license verification checks on all prospective candidates for positions where a license may be required or preferred.

### 6. Driver's License Checks

- The University shall conduct driver's license checks on all prospective candidates or current employees who will be assigned to drive a University State vehicle. See also Acquisition, Assignment and Use of University Vehicles policy.

### 7. Creditworthiness Checks

- The University shall conduct creditworthiness checks on all prospective candidates for positions that are responsible for handling money or have financial duties, e.g. Controllers, Financial Services, etc.

### 8. Drug Testing

- The University shall ensure drug testing on all prospective candidates for law enforcement positions and positions that specifically state this as a condition of employment in the job description, job posting or offer letter.

## **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.

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.

## **Recruitment & Selection**

### **Purpose:**

Florida International University shall recruit external and internal employees through competitive searches and internal marketing and promotional processes. Recruitment & Selection processes must be guided by the University's commitment to diversity. Internal recruitment will be utilized to support career mobility of qualified existing employees, consistent with the University's commitment to diversity. The recruitment and selection of new hires and internal promotions and transfers must be approved by the Division of Human Resources.

### **Policy:**

The purpose of this policy is to ensure that Florida International University will attract and retain diverse and the most highly qualified workforce available to effectuate its academic, research, and service mission. It is our intention to make public, any information about employment opportunities at the university to as many people as necessary to ensure compliance with the EEO and other applicable laws. To do so, it is essential to conduct effective external recruitment searches and also support current employees in their career goals by providing fair and equitable internal transfer and promotional processes.

This policy is specifically concerned with the recruitment phase of the selection process and addresses the behavior expected from all persons in the university community who have a role in conducting specific recruitment activities when an employment opportunity exists.

### **Commitment to EEO/AA and Diversity**

It is required by law that Florida International University provides equal employment opportunity to all, without regard to race, color, religion, age, disability, sex, sexual orientation, national origin, marital status, and veteran status. It is further required by law that the University ensures that its policies and practices are non-discriminatory. As a federal contractor, goals have been established to address any underutilization of women and/or minorities.

The Equal Opportunity Programs department annually updates its written plan for Women and Minorities. Upon completion, the university analyzes the participation of women and minorities in each job group. If women or minorities are underutilized in any job group, the University sets goals for each such job group. The University must be able to document that it made good faith efforts to meet any established goals, which means that the appropriate steps will be taken to ensure that persons of the underutilized group, whether women or minorities or both, as well as all others, are considered in the selection process.

As it relates to Non-Bargaining unit faculty and staff, this policy consolidates policy statements contained in the following policies, and as such, supersedes them:

[Advertising](#)

[New Employee Experience](#)

[Employment Offers](#)

[Internal Recruitment, Promotion, Demotions & Transfers, except as otherwise modified.](#)

### **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:**

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 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
  - 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.

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.

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. [Non-employees are prohibited from soliciting or distributing literature on university premises.](#)

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 [SVP Vice-President of Finance and Administration](#) or the appropriate official of the [Graham Student 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

To ~~facilitate~~provide eligible employees an opportunity to enhance their education by attending classes at the University with the intent of receiving a college degree or ~~attend~~by attending classes that are related to their job assignment. Also, in the event that an employee does not enroll for ~~6-credits~~7 credit hours in a given semester, ~~to allow the~~program allows 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 or graduate 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. Employees on leave status are not eligible for tuition waiver except when the leave is granted as part of an educational program; however, employees' eligible family members will still be permitted to obtain the tuition waiver.

Eligible employees, employees' spouse, ~~employees' employee's same-sex domestic partner~~, or employees' dependent children under the age of twenty five (25) may enroll for up to a combined maximum of ~~six (6)~~seven (7) credit hours of ~~FIU on-campus~~University instruction each semester without payment of ~~the registration fee- tuition~~. Only in-state tuition is covered.

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

~~The employee~~Employees 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, and internships, distance learning, College of Law, College of Medicine, undergraduate limited access programs, and CAPS Professional Development offerings (continuing education courses), or other one-to-one instructional courses)~~ are excluded.

~~The program will cover~~ For employees admitted to doctoral programs who have reached the dissertation stage, the program will pay tuition for 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) dissertation credits will be covered.

For employees admitted to thesis master's programs who have reached the thesis stage, the program will pay tuition for up to three (3) credit hours per semester for thesis courses (6970-6979). A maximum of nine (9) thesis credits will be covered.

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

~~Employees~~An employee 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 in an "A-F" graded course or a "P" in a "P/F" graded course~~; a lower grade will result in the employee being charged for the course(s).- For ~~employees~~an employee taking more than ~~six (6)~~seven (7) credit hours, the "B" ~~or "P"~~ grade eligibility will be applied to any ~~six (6)~~seven (7) hours receiving a minimum of a "B" ~~or "P"~~ grade.

~~Employees are~~An employee is 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~~is related to their job assignment.

In the event that the eligible employee does not enroll for ~~six (6)~~seven (7) 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)~~seven (7) credit hours ~~in-state~~instate tuition each semester for employee and family members.

Eligible family members must be admitted to FHU University as degree seeking undergraduate or graduate 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, thesis, directed individual study, directed research courses, and internships.~~ College of Law, ~~Executive Cohort programs~~College of Medicine, undergraduate limited access programs, ~~directed individual study, directed research courses, internships, distance learning, and~~ CAPS Professional Development offerings (continuing education courses) ~~, or other one) are excluded.~~

For family members admitted to doctoral programs who have reached the dissertation stage, the program will pay tuition for up to one instructional six (6) credit hours per semester for dissertation courses (7980 - 7989). A maximum of thirty (30) dissertation credits will be covered.

For family members admitted to thesis master's programs who have reached the thesis stage, the program will pay tuition for up to three (3) credit hours per semester for thesis courses (6970-6979). A maximum of nine (9) thesis credits will be covered.

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

~~Family members~~A family member must receive a grade of not less than a "B" ~~for courses taken in an "A-F" graded course or a "P" in a "P/F" graded course~~; a lower grade will result

in the employee being charged for the course(s).- For a family ~~members~~member taking more than ~~six (6)~~seven (7) credit hours, the "B" or "P" grade eligibility will be applied to any ~~six (6)~~seven (7) hours receiving a minimum of a "B" or "P" grade for the individual family member.

Employees will be responsible for paying tuition for any courses dropped by ~~the employee~~employees or ~~the employee's~~employees' family ~~member~~members 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 Effective July 1, 2005, 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 or ~~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.

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**THE FLORIDA INTERNATIONAL UNIVERSITY**  
**BOARD OF TRUSTEES**  
**Compensation Workgroup**  
November 17, 2009

**Subject: University Goals Report, 2009-2010**

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**Proposed Workgroup Action**

None. Discussion item.

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**Exhibits/Supporting Documents:**

- University Goals Report, 2009-2010

**Facilitator/Presenter:**

- Mark B. Rosenberg

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## University Goals

### Fiscal Year 2009-2010

President Rosenberg's "*Hit the Ground Running*" paper served as the launching pad for the next version of the FIU strategic plan incorporating an enhanced vision and operational statement.

**Vision:** A leading student-centered urban public research university that is locally and globally engaged.

**Operational Statement:** As an anchor public institution in South Florida, FIU must be committed to providing affordable quality learning, state-of-the-art research and creative activity, and engagement in community problem-solving.

Committees were established in August 2009 to produce white papers on four emphasis areas that make up the overarching themes of the strategic plan. These areas are:

1. Revitalize and expand financial base
2. Achieve results-oriented student-centered academic excellence
3. Enhance quality and impact of research and creative initiatives
4. Engage the community

These white papers will form the basis for focus group discussions in the fall with the expansion of more extensive committee structures in the spring and the development of a new strategic plan by fall 2010. Each overarching theme will be broken down into more specific goals and objectives.

As the new strategic plan takes shape, the following goals and specific objectives were identified for the 2009-10 fiscal year.

These objectives have been drawn from the white papers produced by the four "Hit The Ground Running" committees.

### **1. Revitalize and expand financial base**

- Reach fundraising target of \$50 Million, excluding state matching
- Begin initial phase of \$750 Million Capital Campaign, which includes developing a comprehensive program to build the endowment to \$1 billion, matching donors with institutional needs, improving donor/alumni database information, attaining appropriate staffing levels, and securing adequate funding
- Obtain 100% funding for the College of Medicine for FY10-11
- Increase total federal and state grant applications and awards by 7% each
- Obtain an alumni participation rate comprised of alumni memberships and annual fund contributions from 12% in FY08-09 to 14%
- Increase financial aid awarded to students by at least 10%
- Increase number of on-time FAFSA filers by 10% by engaging in community outreach programs

### **2. Achieve results-oriented student-centered academic excellence**

- Expand pre-collegiate readiness programs through establishment of two new partnerships with MDCPS middle/high school feeder programs
- Increase study abroad/student exchange participation by 5%
- Launch program to increase student academic internship opportunities within the community by 5%
- Hire 10 advisors to improve student retention and graduation rates

### **3. Enhance quality and impact of research and creative initiatives**

- Establishing a framework for conducting clinical trials with appropriate Human Subjects (IRB) approval
- Successful completion of at least one multidisciplinary research enterprise team hiring
- Increase research expenditures by 5%
- Establish at least 2 new partnerships with local organizations and area schools to address
  - Health and academic performance of children
  - Industrial research

### **4. Engage the community**

- Conduct a university-wide audit to identify and categorize current engagement activities and conduct a survey of community needs in order to assess areas of strength and opportunities for collaborative engagement
- Expand partnership with Miami Dade County Public Schools
- Develop College of Medicine NeighborhoodHELP plan

**THE FLORIDA INTERNATIONAL UNIVERSITY**  
**BOARD OF TRUSTEES**  
**Compensation Workgroup**

November 17, 2009

**Subject: University Goals, 2009-2010**

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Proposed Workgroup Action:

Recommend Board Adoption of the following Resolution:

BE IT RESOLVED, that the Florida International University Board of Trustees (“the BOT”) approves the University Goals for the 2009-2010 fiscal year as presented by President Rosenberg; and

BE IT FURTHER RESOLVED, that these approved goals will be one component of the President’s Management Review by the Board for 2009-2010.

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**Exhibits/Supporting Documents:**

- Refer to the University Goals Report, 2009-2010

**Facilitator/Presenter:**

- Compensation Workgroup Chair Betsy Atkins

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