

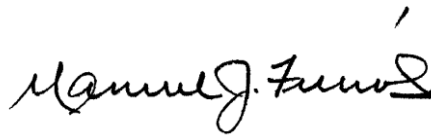
## Message of the President

This new Handbook of Norms for Nonteaching Personnel contains the norms, duties and responsibilities that all employee of Inter American University of Puerto Rico must observe in the performance of their functions.

This document responds to changes in laws, regulations, and in institutional norms concerning the relationship that exists between the Institution and its nonteaching personnel.

The University values the contributions that the nonteaching personnel make in their day to day work to contribute to the fulfillment of our vision, mission, and goals, in service to our students, support to teaching and in the care and maintenance of our infrastructure.

Therefore, it is expected that all nonteaching personnel be acquainted with and comply fully with the provisions of this new Handbook, so that employment relations are strengthened and continue to develop within a framework of order, harmony, and respect.

A handwritten signature in black ink, reading "Manuel J. Fernández". The signature is written in a cursive style with a prominent flourish at the end.

**President**

The norms contained in this handbook ***constitute only a guide*** in the administration of discipline on the job and what is expected of our employees. The Board of Trustees and the University Administration reserve the right to direct and guide institutional policy regarding the following:

- a. Performance expected from employees in their work.
- b. Promotions.
- c. Disciplinary actions that may be taken with employees.
- d. Suspension or reorganizational plans of institutional units.
- e. Termination of employment.
- f. Preservation of the highest level of conduct of our employees, among others.

Inter American University of Puerto Rico reserves the exclusive right to apply penalties for violations and offenses not specified in this Handbook, and to modify, amend, alter and replace this Handbook, when it considers this necessary.

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## Statement of Principles

Inter American University of Puerto Rico is a nonprofit institution of higher education, organized as a system of teaching and administrative units that answer to a Central Office.

The Board of Trustees establishes institutional policies and the academic and administrative norms, which are of general and uniform application in the entire university system.

This *Handbook of Norms for Nonteaching Personnel* has been prepared in the fulfillment of this responsibility. It contains the norms that will govern the labor relations of Nonteaching Personnel of Inter American University.

The Handbook indicates the responsibilities that the University assumes towards its employees, those of the employees towards the University, as well as the rights the employees have. In addition, it defines the limits of these responsibilities and rights; and authorizes the President to establish the mechanisms necessary to implement both.

The University expects of its employees, loyalty to the Institution and its principles; productive dedication to their functions and a continuous development in the effective fulfillment of their responsibilities.

The University, as a System, constitutes a single employer, whose employment opportunities will be made available to all who feel a desire and the disposition to collaborate in the attainment of its goals.

With this purpose, all nonteaching personnel will be recruited, selected, classified, trained, promoted and retained in their work in consideration of their merits and their capabilities, without discriminating for reason of race, color, sex, nationality, age, mental or sensorial disability, social condition, Veteran of the Era of Vietnam, disabled veteran, or for political or religious ideas, or any other applicable law.



## ARTICLE 1. DEFINITIONS

### 1.1 Nonteaching Personnel

The term nonteaching personnel refers to all persons employed by the University who perform nonteaching tasks, which are classified in different categories.

### 1.2 Exempt Employees

The executives, administrators and professionals, who, by provision of law, are exempt from the application of federal and state laws referring to work hours and salaries, vacations and sick leaves. Due to the nature of their work, these personnel are not subject to a fixed schedule since they have to be available to work beyond the regular hours and workdays.

### 1.3 Nonexempt Employees

These are the employees covered by state and federal legislation referring to work hours and salaries, vacations and sick leaves.

### 1.4 Full-time Employees

These are employees contracted to work 40 hours weekly.

### 1.5 Part-Time Employees

These are employees contracted to work fewer than 40 hours weekly.

### 1.6 Regular Employees

These are employees with an indefinite period of appointment to occupy an established full-time position. These employees have achieved this classification after having satisfactorily completed the probationary period. Regular employees that occupy executive positions may return to the position they held before this latter assignment, or to another similar one when ending their functions in the executive position, subject to institutional needs or the availability of that position.

### 1.7 Employees in Executive Positions

These are personnel that participate directly in the formulation or implementation of institutional policies, advise the Board of Trustees, or the President, offer services directly to the Board of Trustees, or the President, or to the Chancellors or the Deans of the School of Law or the School of Optometry. Appointments to the executive positions require a high degree of personal confidence on part of the nominating authority.

This classification includes, but it is not limited to:

- a. the President
- b. the Vice Presidents
- c. the Chancellors of the Campuses and Deans of the School of Law and School of Optometry
- d. the Executive Directors of the dependencies of the Central Office of the System.

The President of the University may designate other positions as executive according to the needs of the Institution. The persons holding these positions do so with the understanding that they can be removed at any time from these positions by the nominating authority.

### 1.8 Temporary Employees

Non-regular employees contracted for a definite period of time to:

- a. Work on a project, task or specific work,
- b. Attend to unexpected or uncommon operational needs, and
- c. Perform the function of employees on leaves recognized by law.

Employment under this category will extend for the period of the temporary employment contract, except when:

- a. The operational need for which the contract was made ends or the specific project, task or job for which the contract was given finishes, before the expiration of the contract;
- b. The employee is not performing his work to the satisfaction of the University, or for any reason related to the good and normal operation of the Institution.

### 1.9 Substitute Employees

Employees contracted to replace, for a definite period of time, regular employees while they are on leave. Substitute employees will receive as pay the minimum salary established for the class to which the position is assigned.

#### 1.10 Unit of the System

This refers to any of the Campuses, Professional Schools and the Central Office which make up the Inter American University of Puerto Rico System, or any other dependency that may be created in the future.

#### 1.11 Academic Year

The academic year of the University is from July 1 to June 30 of each year.

### ARTICLE 2. WORK HOURS

#### 2.1 Regular Workday

The regular workday will consist of eight hours daily and 40 hours weekly.

#### 2.2 Legal Workweek

The workweek begins on Sunday at 12:01 a.m. and ends at 12:00 a.m. the following Saturday.

#### 2.3 Regular Workweek

2.3.1 The regular workweek includes Monday through Friday, with a work schedule from 8:00 a.m. to 12:00 m and from 1:00 p.m. to 5:00 p.m.

2.3.2 Other work schedules may be established to take care of service needs.

#### 2.4 Changes in the Regular Schedule

The daily or weekly work schedules may vary for any employee or group of employees with the approval of the Executive Director of Human Resources. The changes must be notified to the affected personnel 15 days prior to the date the changes will go into effect. The changes do not need to be notified in case of an emergency.

#### 2.5 Agreements of a Flexible Schedule

By means of a written agreement between the University and the employee, an Agreement of a Flexible Work Schedule that allows the implementation of changes in the entry and exit times, or in the meal time period for the employee may be established, provided that:

- a. There is a minimum rest period of 12 consecutive hours between the time of departure and the time of entry the following workday;

- b. The workday is not split up, except for the period for eating a meal;
- c. No flexible schedule agreement will be for an indefinite period of time, or renewed automatically.

## 2.6 Daily Period for Meals

Nonteaching employees will have one hour to eat a meal. This period must not be taken before the conclusion of the third nor after the sixth consecutive hour of work has begun, so that employees do not work more than five consecutive hours without having the benefit of a period to consume food.

This rest period may be reduced to a half hour for the benefit of the employee and the Institution with the consent, in writing, of the employee and the Executive Director of Human Resources.

## 2.7 Additional Work Hours (Extra Hours)

Employees must be available to work hours in excess of the regular work schedule when the operations or the volume of work require it. Employees may only work hours in excess of the regular work schedule after requesting and receiving an express authorization to that effect from their immediate supervisor. It is absolutely prohibited for any nonexempt employee to work beyond his regular work schedule without authorization.

## 2.8 Compensatory Time

The practice of granting compensatory time to the employees of the University is explicitly prohibited.

# ARTICLE 3. ATTENDANCE

- 3.1 Every employment contract with the University has, as an essential condition, that the employee be present punctually and regularly at his work. Every absence or late arrival affects the good and normal operation of the Institution. Therefore, these must be reduced to the most possible minimum and be limited to illness or other circumstances beyond the control of the employee.

- 3.2 Employees that need to be absent from their job at any time during their workday must:
- a. Report this to their immediate supervisor with sufficient time that will permit the necessary adjustments to be made, so that the services of their area or department are not affected.
  - b. In cases of an emergency, such notification will be made no later than half an hour after the workday of the absence has begun.
- 3.3 It shall be the responsibility of employees who are absent to keep their immediate supervisor informed of any circumstance that could extend their previously notified period of absence. On their return, absent employees must explain the reasons for their absence, and in cases of illness, present a medical certificate indicating that they were ill during the period of absence. This should be signed by a doctor authorized to practice the profession and authorized to take care of the ailment that the employee suffers. In case of certain illnesses or conditions that so merit, it will be required to present medical certificates from specialists authorized to certify and treat such illness or condition.
- 3.4 The reason for the absence will be evaluated by the supervisor and, if it qualifies, the absence will be charged to the corresponding leave. Excessive absences or tardiness without prior notification or absences not due to illness or without an exceptional reason, beyond the employee's control, could be cause for disciplinary actions and will be taken into consideration when evaluating the employee's performance.
- 3.5 Employees absent for two consecutive days without giving notification to their immediate supervisor or to the Director of Human Resources of their unit regarding the reasons for their absences, will be considered as having abandoned their functions and will be immediately dismissed from their employment.
- 3.6 All employees have the inescapable responsibility to register their attendance on a daily basis by means of the system established for this. This responsibility cannot be delegated or transferred. If employees cannot register their attendance for whatever reason, their immediate supervisor will put this on record in the attendance register.
- 3.7 Employees must inform their immediate supervisor or the Director of Human Resources of the Unit of any personal, family, or other type of circumstance affecting their ability to comply with their essential duty to be present at their job regularly and on time. By having this notification, the measures, available within the frame of reasonableness to take care of or solve the matter, will be explored and, in this way the employees' compliance with the expected level of attendance may be achieved.

- 3.8 Employees are entitled to all holidays observed by mandate of law in the Commonwealth of Puerto Rico. However, they may be required to work on any of these days when circumstances require it.
- 3.9 When necessary, within the best interests of the University, the President, in addition to holidays, may authorize free days without charging them to accumulated vacations.
- 3.10 Each supervisor will be responsible for verifying and certifying the attendance registers of his employees and see to it that the original forms are received at the Human Resources Office of his unit no later than five workdays after the weekly or monthly period of work has finished.
- 3.11 All non-authorized absences, for which the reason is not deemed justified, will entail a salary adjustment and could result in a disciplinary action as a consequence.

#### **ARTICLE 4. HUMAN RESOURCES FILE**

- 4.1 The file of each employee of Inter American University of Puerto Rico is an internal and confidential document and is property of the Institution.
- 4.2 The Executive Director of the Systemic Office of Human Resources is the custodian of the official files of the employees who work or have worked at Inter American University of Puerto Rico.
- 4.3 The personnel file will contain all documents related to the employee's service record and those documents required by law.
- 4.4 Disclosure of information contained in the Human Resources files.
  - 4.4.1 The information contained in the files is confidential and only those employees, who, due to the nature of their functions, must handle the files will have access to it.
  - 4.4.2 Any other person interested in obtaining information contained in the personnel files must obtain express and written authorization from the employee or have a judicial authorization.
  - 4.4.3 Access to the personnel file of an employee without his authorization may be obtained only under the following circumstances:
    - 4.4.3.1 By order of a competent court.
    - 4.4.3.2 By means of a written request of the Secretary of Labor and Human Resources or his authorized representative.

4.4.3.3 By means of a request from state or federal compliance agencies authorized by law.

- 4.5 Changes related to personal information for the file, must be processed through the Human Resources Office.
- 4.6 Since the Human Resources file is an official document of the University, employees are not entitled to review their file. However, each employee may review the contents of his file in the presence of the Director of the Office of Human Resources of the corresponding unit or the person designated by the Director, after an appointment has been arranged for this purpose. At this meeting only the employee and the Director of the Office of Human Resources of the corresponding unit or the person designated by the Director may be present.

## **ARTICLE 5. RECRUITMENT AND SELECTION**

- 5.1 The Executive Director of the Human Resources Office, in coordination with the Directors of Human Resources of the units, will develop the procedures for the recruitment and selection of nonteaching personnel based on the Classification and Compensation Plan for Positions, and will maintain these procedures updated.
- 5.2 The Executive Director of the Office of Human Resources and the Directors of Human Resources will be responsible for publishing the notices of employment internally and externally, in order to attract the greatest number of candidates suitable for the position. Potential candidates within the University will be encouraged and motivated to apply for the announced positions. The selection will be made considering, among others, the following factors:
- 5.2.1 Academic preparation obtained at institutions accredited by official organisms,
  - 5.2.2 General grade index and specialization,
  - 5.2.3 Experience related to the duties of the position,
  - 5.2.4 Training or courses related to the functions of the position,
  - 5.2.5 Results of prior evaluations, in cases of University employees,
  - 5.2.6 Under equal conditions, seniority at the University will prevail.
- 5.3 Under equal conditions, the University maintains the policy of offering priority to qualified employees when opportunities come up for promotion.

However, the University recognizes the benefits of incorporating external candidates with meritorious qualifications, who will contribute new ideas, knowledge and essential attitudes to university dynamics, especially when experience and special training that cannot be obtained within the Institution are required.

- 5.4 Candidates to occupy vacant positions must satisfy all the minimum requirements for the position. The Systemic Human Resources Office will verify that these provisions are met.

## **ARTICLE 6. APPOINTMENTS**

Appointments to positions at Inter American University of Puerto Rico are classified in accord with the rights and expectations that each type of appointment represents for the employee. The classifications are the following:

### **6.1 Probationary Appointment**

- 6.1.1 The probationary appointment will have specific beginning and ending dates.
- 6.1.2 As a general norm, this period will not exceed 90 days, except in those cases in which the nature of the position to be filled is such that it merits the extension of the probationary period up to a maximum of 180 days, and if there is authorization from the Department of Labor and Human Resources.
- 6.1.3 In case an employee is absent from his job because of a legally granted leave, the probationary period may be interrupted automatically and later extended, without having to request authorization from the Secretary of the Department of Labor.
- 6.1.4 During this period the employee must demonstrate that he can satisfactorily perform the functions of his position and that he will comply completely with the institutional norms.
- 6.1.5 During this period his productivity, attendance, punctuality, behavior and commitment, among other things, will be evaluated with the purpose of recommending the appropriate actions. The employee's immediate supervisor will be in charge of this evaluation. A minimum of two evaluations will be made: one in the fifth week and the second in the tenth week.
- 6.1.6 During the probationary period the employee may be dismissed from his job at any time. The signing of a probationary contract does not



confer to the employee any expectation of employment due to the very nature of the probationary appointment.

6.1.7 In the case of temporary personnel that have been selected to occupy a regular position whose functions are equal or similar to those of the position he occupied temporarily, the Executive Director of Human Resources, may credit up to a maximum of 45 days of this period. In unusual cases, more time may be credited, depending on the justification, evidence and endorsement of the Chief Executive of the unit.

## 6.2 Regular Employee Appointment

6.2.1 These are employees who have satisfactorily approved the probationary period, and those who are offered an appointment for an indefinite time in that classification, subject to their performance, institutional needs and availability of funds.

6.2.2 The contractual relation that takes place between an employee and the Institution with the signing of a regular employee appointment is an indefinite term employment contract. Nothing more can be inferred from the documents signed by the parties, unless there is an express clarification indicating the contrary.

## 6.3 Temporary Appointment

6.3.1 The units may hire temporary nonteaching employees to attend to special needs.

6.3.2 These appointments do not require the approval of a probationary period and may be full or part-time with a regular or special work schedule.

6.3.3 This type of appointment does not grant any employment expectation beyond the duration of the contract or the conclusion of the special need, whichever occurs first.

6.3.4 The fact that consecutive temporary contracts are awarded does not create any expectation other than those stipulated in section 6.3.3.

## 6.4 Appointment Supported with External Funds

6.4.1 Employees under contracts supported with external funds will be hired for a specific time in accord with the terms and conditions of the proposal, and will be subject to the continuity of the Program

funds and to the evaluation of their services. They will not have any expectations of employment beyond the duration of the proposal.

## 6.5 Interim Appointments

6.5.1 Interim appointments may only be made for managerial and supervisory positions. The University has as a norm the reduction of these appointments to a minimum.

6.5.2 These appointments will be used exclusively to replace incumbents in their absence or if they are on leave.

6.5.3 In the case of vacant positions, the interim period may be made for a period of six months, and renewable up to a year.

6.5.4 In no case will the interim appointment exceed the period of one year.

## 6.6 Appointments in Special Needs Posts

6.6.1 This type of appointment will be made to take care of special needs of the Institution for a period of six months and renewable up to one year. The functions to be assigned must be similar in complexity and responsibility. This appointment must be justified and approved by the President or his authorized representative. The person in this post will continue to receive the salary of the position of his regular appointment.

# ARTICLE 7. PROMOTION, TRANSFER WITHIN THE UNIVERSITY AND DEMOTION

## 7.1 Promotion

7.1.1 The action to appoint an employee in a position of greater complexity and responsibility, which is an assignment of a higher level and will represent an increase in salary.

7.1.2 The employee's qualifications, performance and commitment to the Institution are among the criteria to consider for a promotion.

## 7.2 Transfer within the University System

7.2.1 This is a personnel action that can take place within a unit of the System or between the units. The employee will be paid the salary earned or to be earned on the effective date of the transfer. If the employee had received an allowance for employment conditions, he will not retain this allowance in the new position, unless the same

conditions prevail. The transfer, as a personnel action, may take place for any of the following situations:

7.2.1.1 For operational reasons of the University, including, but not limited to, elimination of positions, reorganization or technological changes, the elimination or total or partial termination of programs or projects financed with institutional or external funds.

7.2.1.2 When the transfer request comes from the employee, it will be evaluated strictly within the frame of the norms and operational needs of the University.

7.2.2 Transfers may take place in situations where an investigation that may carry the imposition of disciplinary measures is being conducted, or as a precautionary measure in particular cases.

### 7.3 Demotion

The University does not contemplate demotion as an alternative for personnel action, except when institutional circumstances may require it.

## ARTICLE 8. CONFLICT OF INTEREST

8.1 In order to avoid all possible conflicts of interest in the University, the following rules will be observed:

8.1.1 Every employee or applicant for employment must inform if he has some relative working at the University, the kinship and the position this person occupies. The Human Resources Office of the Unit will not process an application that does not contain this information. In addition, this office will verify the corresponding information.

8.1.2 Before appointment or hiring, the recommendation for appointment of a person who has a relative employed at the University up to the third degree of consanguinity, second of affinity or spouse, must have the approval of the Systemic Human Resources Office. The function of this Office will be to determine to what extent the employment of the person already hired or that of the applicant may create a conflict of interest in the Institution.

8.1.3 Employees of Inter American University of Puerto Rico, who marry another University employee, must inform this to their immediate supervisor, who will request the Human Resources Office to determine if a conflict of interest exists or not.

- 8.1.4 In those situations where a clear conflict of functions exists because of a marriage bond, that may substantially affect in an adverse way the functioning of the Institution, the Human Resources Office will make adjustments in the functions of the employees or in those of applicants for employment.
- 8.1.5 Supervisors who have the authority to recommend employee appointments will abstain from doing so when one of these is a relative up to the second degree of consanguinity, first of affinity or spouse, understanding that this may constitute a substantial conflict. In these cases, the recommendation must be referred to the Chief Executive of the Unit who will follow the procedure indicated in section 8.1.2.
- 8.1.6 Any decision regarding the recruitment or appointment of employees taken by the University, based on incorrect or incomplete information in an employment application, could be later reviewed and, depending on the circumstances of the case, could lead to the invalidation of the appointment.
- 8.1.7 The degrees of kinship by consanguinity and affinity are the following:

<b>CONSANGUINITY</b>	<b>INCUMBENT</b>	<b>ASCENDANT</b>	<b>DESCENDANT</b>
1st degree of consanguinity	Employee	Father or Mother	Children
2nd degree of consanguinity	Employee	Grandparents	Grandchildren
<b>AFFINITY</b>	<b>INCUMBENT</b>	<b>ASCENDANT</b>	<b>DESCENDANT</b>
1st degree of affinity	Employee	Father/Mother in-law	Son/Daughter-in-law

- 8.1.8 In the same manner, particular circumstances such as, but not limited to, relations of employees with suppliers, contractors and other University service providers will be evaluated to determine the existence or non-existence of conflicts of interest.

## **ARTICLE 9. EVALUATION SYSTEM**

- 9.1 The University will use a uniform annual evaluation system for all nonteaching personnel of Inter American University of Puerto Rico, except in the case of the Chief Executives of academic units, who will be evaluated by means of a different system.

9.1.1 Every employee will be evaluated in writing once a year, except in the case of employees in a probationary period.

9.1.2 It is a non-transferable responsibility of the supervisors to comply with this requirement. This final annual evaluation will be part of the employee's official file in the Human Resources Office of the unit.

## **ARTICLE 10. NONTEACHING EMPLOYEES WITH ACADEMIC RANK**

10.1 University Faculty members appointed to administrative positions will be governed by the provisions established in this Handbook and will conserve their academic rank as established in the Faculty Handbook.

10.2 Those that hold an academic rank in another recognized and accredited university at the time of occupying the administrative position at this University may be assigned a rank by the President upon recommendation of the Vice Presidency for Academic and Student Affairs and Systemic Planning.

10.3 The years of service to the University in administrative positions will count to determine the salary, when the person is assigned to a full-time teaching position.

10.4 Administrative employees with academic rank may be granted a sabbatical leave after finishing their functions in the administrative position and returning to a teaching position if they meet the requirements for this leave and meet the norms regarding this in the Faculty Handbook. The years spent in administrative work will count for this purpose, as if they had been teaching. While they are on sabbatical leave, they will receive a salary equivalent to that which would correspond to them as teaching personnel. The granting of this sabbatical will be subject to all the conditions and provisions applicable to this type of leave.

## **ARTICLE 11. ASSIGNMENT OF TEACHING TASKS TO NONTEACHING EMPLOYEES**

The assignment of teaching tasks to nonteaching employees must be carried out in compliance with all requirements established for the faculty in the current Faculty Handbook.

### **11.1 Authorization**

The nominating authority of the academic units may contract administrative personnel to offer voluntarily academic courses, when it is not possible to obtain teaching personnel of the highest competence outside the University; or when, due to the high qualifications or experience of a

nonteaching employee, his recruitment is advisable for the best interests of the University. In these cases, the Department Director, with the endorsement of the employee's immediate supervisor, will request the nominating authority of the academic unit for authorization to hire, by means of a written request that justifies this need. This authorization will be obtained before assigning the employee the teaching task.

## 11.2 Academic Load

11.2.1 The teaching task assigned to nonteaching personnel may take place within or outside working hours, depending on the service needs and the availability of the employee. The employee's rest and food breaks will not be used to teach or to replace work time.

11.2.2 As a general rule, nonteaching employees with rank or without rank may teach up to a maximum of 12 credits during an academic year. In no case may they teach more than six credits in a period of six months.

11.2.3 Nonteaching employees with rank and probationary teaching status, who are on administrative faculty leave, must perform some academic work, to be eligible for promotion in rank, tenure and sabbatical leave when returning to a teaching position.

11.2.4 Nonteaching employees will not perform academic work while they are on a sick leave.

11.2.5 Employees offering courses by means of the modality of distance learning may not interact with any student during their regular work hours.

## 11.3 Remuneration

11.3.1 Nonteaching employees will be compensated according to the part-time faculty salary scale in effect or any other applicable scale.

11.3.2 Additional compensation will not be paid to nonteaching employees for teaching tasks performed during regular working hours.

## 11.4 Services to Other Institutional Programs

11.4.1 Nonteaching employees may teach in other programs, such as: Higher Continuing Education, Non-traditional Studies Program, Non-University Technical Post Secondary Certificate Programs, among others, following the norms in effect regarding this.

## ARTICLE 12. TERMINATION OF EMPLOYMENT

- 12.1 **Layoff** - is the separation of an employee or group of employees for reasons other than suspension or dismissal.
- 12.1.1 The President of the University will design and approve the layoff plans when necessary by his own initiative or at the request of the chief executive of the concerned unit.
- 12.1.2 In case it is necessary, the University will prepare and put into effect a layoff plan according to the applicable legislation.
- 12.1.3 The University will notify the affected persons of the termination of employment in agreement with the applicable provisions of law.
- 12.2 **Resignation** - is the voluntary and definitive severance of an employee from his position.
- 12.2.1 Any employee who decides to resign must notify this in writing to his immediate supervisor, who will notify this with a copy to the Nominating Authority and the Human Resources Office of his unit.
- 12.2.2 Once the resignation is accepted, it will be irrevocable.
- 12.3 **Dismissal** - is the termination of the contractual employee/employer relationship due to:
- a. inappropriate or disorderly conduct,
  - b. violation of the norms or policies of the Institution,
  - c. violation, by action or omission, of any federal or state legislation or regulation applicable to the operations of higher education institutions,
  - d. deficient or negligent performance in the functions of the position,
  - e. not qualifying for reinstatement after a period of absence under a license revoked by law,
  - f. total or temporary closing of the operations of one or more dependencies of the University,
  - g. technological or reorganizational changes in the services offered to the public,
  - h. reasons linked to the orderly development and normal operation of the University,
  - i. accusation of any crime that implies moral turpitude,
  - j. conviction of any crime according to state and federal laws.

12.3.1 The termination of the contractual employee/employer relationship can occur for other reasons not contemplated in the previous list, taking into account all particular circumstances of each case and the applicable laws.

## **ARTICLE 13. COMPENSATION AND BENEFITS PROGRAM**

### **13.1 Objectives**

Inter American University of Puerto Rico establishes a Compensation Program of systemic application that will respond to the University's mission and vision, in harmony with applicable state and federal legislation, contained in a frame of fairness and uniformity. It will serve as an instrument for the maximum development of human resources and the recruitment and retention of the most qualified and suitable personnel. In addition, it will try to obtain the greatest possible competitiveness within the comparable employment market.

### **13.2 Compensation Program**

This is constituted under the terms of the Classification and Compensation Plan which establishes salary compensation for work performed according to the occupational title of all positions and the Fringe Benefits Program, which have an economic equivalence according to the benefits legislated or granted by the University. Both make up the employee's total compensation.

### **13.3 Compensation Plan**

The Compensation Plan is closely tied to the Classification Plan. It is the process of assigning the relative compensatory value according to the scale and salary group to which each class or occupational title is assigned and which serves as a base for the salary the incumbent will receive for the work performed.

#### **13.3.1 Compensation for Interim Appointments**

In the cases of interim appointments, the employee will be compensated as follows:

- a. If among his duties is substituting for his immediate supervisor, he will not receive additional pay, unless the replacement exceeds 60 calendar days.



- b. If the employee does not have among his duties the substitution of his immediate supervisor, he will be paid according to the scale where the position is assigned, from the date in which he completes 30 calendar days occupying this position.

### 13.3.2 Increases in Compensation for Meritorious Services

The President may grant increases for meritorious services with previous justification of the nominating authority in the System unit. The following criteria will be observed:

- a. The nominating authority of the academic unit will send, as part of the justification for the increase, proof of the employee's annual evaluation which demonstrates, but is not limited to efficiency, productivity, attendance and commitment to the Institution.
- b. This increase may be granted to employees who have served a term of no fewer than 12 consecutive months, without having received an increase in their compensation, except for revision of the salary scales.
- c. Increases will be granted according to the salary group parameters and the employment category to which they correspond.
- d. Usually, the increases will be one step in the scale. However, in extraordinary cases more than one step may be granted.

### 13.3.3 General Increases in Compensation

The President may decree a general increase in compensation, as approved by the Board of Trustees.

### 13.3.4 Differential for Years of Service (Quinquennium)

The University may grant a bonus for every five years of consecutive service to nonteaching personnel, as determined by the President. This will be subject to the financial situation of the University.

## 13.4 BENEFITS

### 13.4.1 Benefits Granted by Law

#### 13.4.1.1 Christmas Bonus

The University pays a bonus to its employees according to the provisions of the law that governs this benefit.

#### 13.4.1.2 Regular Vacation Leaves

- a. Vacation leaves refer to the period of time authorized for the employee to absent himself from work to rest. Vacations will be granted annually, except in cases of emergencies or service needs.
- b. Regular full-time employees, with five years or more of service, will accumulate two days or 16 hours of vacations for every month of continuous work. Employees with fewer than five years of continuous service will accumulate 1.66 days or 13.28 hours for every month worked.
- c. The Administration will make the necessary adjustments so the employee may take vacations every year. At the beginning of every fiscal year, every supervisor will submit a vacation plan for the employees to the Human Resources Office of his unit. Service needs and employee preferences will be considered, whenever possible. This plan should make provisions so that those employees with accumulated vacations in excess of 30 days may take their vacation immediately. The President may authorize the accumulation from one year to another, but never for more than two years.
- d. Employees will submit their vacation request at least 15 days prior to its effective date.
- e. Part-time employees, working at least half time, that is, fewer than 40 hours weekly, may accumulate vacation in proportion to the time worked, according to the type of contract.
- f. Time spent on vacation will be considered as work time for the calculation of vacation leave and accumulated sick leave.
- g. Employees who sever their contractual relationship with the University for any reason are entitled to receive

payment for the regular vacations accumulated at the date of their separation.

#### 13.4.1.3 Sick Leave

- a. Sick leave is the justified absence from work due to health reasons of the employee.
- b. Regular full-time employees will accumulate 12 hours or one day and a half for every month of continuous work.
- c. Part-time employees, working at least half time, that is, fewer than 40 hours weekly, may accumulate sick leave in proportion to the time worked, according to the type of contract.
- d. A maximum of 480 hours or 60 days of sick leave will be accumulated.
- e. Time spent on sick leave will be considered as time worked for the calculation of ordinary accumulated vacation leave and sick leave.
- f. Any employee who is absent from his work for two or more consecutive days because of illness, must explain the reasons for his absence and bring a medical certificate as evidence that he was ill during the time he was absent. This medical certificate must be signed by a doctor authorized to practice the profession and authorized to take care of the ailment the employee has. In cases of certain illnesses or conditions that so merit, the presentation of a certificate from a specialized doctor authorized to certify and treat such condition or illness will be required.
- g. The University may request the medical information necessary to corroborate that the employee can indeed return to his work, which may include the University's requirement of a medical evaluation of the employee.
- h. Whenever circumstances allow, the employee will submit a request for sick leave prior to the date of the leave. If this is not possible he will do so within the first three days of absence.

- i. If an employee needs to be absent from work, he must inform this absence to his supervisor no later than half an hour after the workday began to assure the normal functioning of service.
- j. Absences due to accidents at the workplace or occupational illnesses will be charged to the accumulated sick leave.
- k. In cases of prolonged illness, when the employee has used up his sick leave, he may make use of his vacation leave. If the employee uses up both types of leaves, he may request a Medical Family Leave or a Leave without Pay, if he qualifies.

#### 13.4.1.4 Immutability of the Regular Vacation and Sick Leaves

According to the provisions in this Handbook, the regular vacation leave is the annual time for rest to which an employee is entitled, by law. The application, approval and use of this leave will be done in conformity with what is established in Article 13.4.1.2.

Under no concept will an employee be allowed to switch the regular vacations license for the sick leave, or vice versa.

#### 13.4.1.5 Maternity or Adoption Leave and Breast Feeding Rights

Employees are entitled to a maternity leave and the rights regarding adoption and breast feeding as established in the applicable legislation.

#### 13.4.1.6 Judicial Leave

- a. When an employee is summoned officially to appear as a juror before a court, he will be granted judicial leave with pay for the time provided by law.
- b. If an employee is called to serve as a juror, he must notify this to his immediate supervisor and the Human Resources Office of his unit.

- c. The appearance of employees in criminal cases as a defendant, in civil or administrative cases, where they are interested parties, may be charged to regular vacations, by prior request and approval.
- d. In case the employee is summoned as a witness in a judicial or administrative forum, the leave will be granted for the period of time that it takes the employee to testify and it will be charged to his regular vacation leave.
- e. In all these cases, the employee must present evidence of the citation and appearance, certified by the competent authority as required by law.

#### 13.4.1.7 Medical Family Leave

The Medical Family Leave is granted in order to provide eligible employees, up to 12 weeks of leave without pay to take care of medical, family, or personal matters. The requirements and procedures to claim the benefits of this leave are established in a normative document for this purpose.

#### 13.4.1.8 Military Leave

Employees, who are members of the National Guard or any component of the United States Armed Forces Reserve, may request military leave without pay to meet their training and camping duties. The cases of joining the Armed Forces or services whose duration exceeds 30 days, will be treated as leaves without pay until the maximum time stipulated by law.

These employees must comply with the notification requirement stipulated by law to request the leave and be reinstated to their work.

#### 13.4.1.9 Special Sports Leave

Those employees who are athletes, trainers and specialized personnel certified by the Olympic Committee of Puerto Rico or some federation attached to the Olympic Committee, or athletes with disabilities certified as athletes by the Secretary of Recreation and Sports, may use the

sports leave according to what is established in the applicable law.

## 13.4.2 Other Benefits Granted by the University

### 13.4.2.1 Retirement Plan

- a. The University offers its regular and executive employees the option to join the Retirement Plan: *Teachers Insurance and Annuity Association/College Retirement Equities Fund (TIAA/CREF)*.
- b. Joining this plan is on a voluntary basis.
- c. Every employee 21 years old or older, who occupies a full-time regular position, will be eligible starting at 90 days from the recruitment date.
- d. The University will contribute to the Plan an amount equal to that the employee decides to contribute, up to a maximum of 5% of his salary, until the employee receives retirement benefits or decides to discontinue his contribution to the Plan.

### 13.4.2.2 Health Insurance (Medical Plan)

All full-time nonteaching employees in regular positions will be eligible to receive the contribution to health insurance that the University may determine. The spouse and eligible dependants may be included in the insurance by paying the current premium according to the regulations approved by the University.

When the health insurance eligibility is lost due to circumstances such as: termination of employment, divorce, among others, the employee as well as the spouse and children may qualify for a continued cover, according to the provisions of the current law.

All employees occupying a regular position who retire or become disabled, after having served 20 years or more, may continue enjoying the Health Insurance Plan with the same conditions, while they pay the premiums in effect for the University.

#### 13.4.2.3 Life Insurance

The University offers protection to its regular employees by means of a life insurance plan for cases of death and benefits in cases of corporal injury or dismemberment. Its cost is totally paid by the University.

#### 13.4.2.4 Disability Insurance

In cases of prolonged total disability due to injury or illness, the employee, if he qualifies, will be covered by this insurance which offers him an economic protection. Its cost is totally paid by the University.

#### 13.4.2.5 Insurance for Accidents on Official Trips

This covers all University employees such as chauffeurs or passengers in airplanes, public or private vehicles, while they travel on official and business functions of the University.

It provides benefits for accidental death and dismemberment based on what is established by the policy.

When the employee travels outside United States, he must fill out the official travel form for the corresponding proceedings with the insurance agent.

#### 13.4.2.6 Special Leave for Death of a Relative

Employees in regular full-time positions may take up to three days of special leave with pay, in case of the death of a near relative. For the purpose of this norm, the following will be considered a near relative: the employee's parents, spouse's parents, spouse, children, siblings, grandparents and grandchildren. No payment will be made for the special leave not used.

This leave does not apply if the death happens while the employee is making use of another type of leave. The leave will be effective from the day of death, including Saturdays, Sundays, or holidays.

#### 13.4.2.7 Leave without Pay

The President of the University may grant leave without pay for a period not exceeding one year at an employee's request. This leave must be justified by an extraordinary situation, such as those mentioned below:

- a. Illness or temporary disability, when the vacation and sick leaves have been used up.
- b. In order to study, if required by the University.
- c. This list is not conclusive.

The approval of this request will depend on the needs of the unit of the System where the applicant is working. The President will have the endorsement of the Chief Executive of the unit where the applicant works, prior to making a decision.

All leaves granted by virtue of law, must be requested by the employee and authorized by the chief executive of the concerned unit.

The return of the employee to the University when finalizing the leave will be a factor at the moment of granting the request.

During the use of the leave without pay, the employee will not be eligible to receive the fringe benefits the University offers. However, the employee may continue to receive the Medical and Life Insurance benefits if he pays the totality of the corresponding premiums.

#### 13.4.2.8 Additional Sick Leave

This leave is available to those employees who have a diagnosis of terminal illness with a life expectancy of between six months to one year and who have used up the remainder of their regular vacations and sick leave. This fact would represent a loss of income during the waiting period required to obtain Social Security benefits or non-occupational Disability Insurance. The procedures to receive this leave are established in a normative document for this purpose.



#### 13.4.2.9 Meal Allowance, Mileage and Lodging

Employees authorized to travel for official business are entitled to the payment of meals, mileage and lodging according to the norms established for them.

#### 13.4.3 Disclaimer

The University, in some cases, exceeds the minimum of the benefit required by law. The continuity of these additional benefits will be subject to the fiscal situation of the University and other valid considerations. The University reserves the prerogative to add, modify, or discontinue, at any time, the concession of the employment benefits described in this Handbook. For this purpose, a description of these benefits has been included. If you believe that some discrepancy exists between the benefits described here and those you receive, you may contact your Human Resources Office. Even though the University pays, totality or in part, the premiums of some of these benefits, it reserves the right to reduce, adjust or eliminate this contribution at any time.

### ARTICLE 14. INSURANCES MANDATED BY LAW

#### 14.1 Federal Social Security

The federal law requires that the University deduct a certain percent of the employee's salary and that it contribute an amount equal to that deducted. This insurance provides benefits for the employee, spouse and dependent children, in cases of total or permanent disability, retirement due to age, or death.

#### 14.2 Chauffer Social Insurance

All employees required to operate a motor vehicle, as part of their routine tasks, will be covered by the Chauffer Social Insurance. Its cost is shared between the employee and the University, in agreement with what is established by law.

#### 14.3 State Insurance Fund

This is a protection provided by the State against injury or occupational illness, whose cost is totally paid by the University. In case of disability due to an accident or a condition related to work, the State Insurance Fund will

offer medical aid and medicines and will pay compensation to the affected personnel. It is the responsibility of the employee to notify the University of any accident while performing his functions, within the term established by law.

#### 14.4 Unemployment Insurance

When an employee terminates his employment with the University, for the reasons established by law, he may request unemployment compensation through the Department of Labor and Human Resources.

### ARTICLE 15. STUDY BENEFITS

The purpose of the Study Benefits is to give the nonteaching and regular executive employees, their spouses and children, the opportunity to improve academically, within the economic limits of the University. For that reason, this benefit will be used with moderation and always considering the employee's legitimate interests as well as those of the Institution. Therefore, when a spouse or child finishes **a major in a bachelor's degree**, from a higher education institution, he will not be entitled to receive additional study benefits at Inter American University of Puerto Rico.

All students may opt for a minor that is within their bachelor's program as specified in the catalog. For this, students must obtain a certification from their academic adviser and from the director of the concerned department.

#### 15.1 Payment Exemption of Tuition Fees

##### 15.1.1 Bachelor's or Associate Degree

The University will exempt nonteaching regular employees from tuition payment at the bachelor's or associate degree levels, as stated below:

15.1.1.1. Those employees who were in service on June 30, 1978, may take up to a maximum of 12 credits per semester and six credits during the summer, without paying tuition fees.

15.1.1.2 Those employees who entered or reentered service after June 30, 1978, may take up to a maximum of nine credits per semester and three credits during the summer, without paying tuition fees.

15.1.1.3 The exemption from payment of tuition fees provided in the previous sections will be granted under the following conditions:

- a. Studies will not interfere with the employee's work and his supervisor must certify this.
- b. Studies will be realized outside working hours, except when the course is a requirement of the degree and is not offered outside working hours.
- c. Courses must contribute to the employee's professional improvement.
- d. Employees must submit evidence of the approved courses to the Human Resources Office at the end of every academic term. If the employee, spouse or dependent children do not meet the academic requirements of the Institution for continuing studies, or if they drop a course without justification, they must reimburse the cost of tuition for each authorized course or they will not be authorized to repeat the course.

#### 15.1.1.4 Aviation and Engineering Programs

The benefit covers the cost per credit at the bachelor's level. It will be the beneficiary responsibility to pay the difference of the cost for these programs' regular credits.

#### 15.1.1.5 Certificate Programs

Unlike the study benefits in bachelor's or associate programs, this benefit will be granted after a study, case by case, of the requests. The employee or dependent children will not be able to choose to study under the regular bachelor's program, once they have received this benefit.

#### 15.1.1.6 Trimester Program

Employees may take courses in the trimester program or in combination with the semester or summer program, that do not exceed 21 credits at the undergraduate level and 15 credits at the graduate level in an academic year.

## 15.1.2 Master's Degree

The University may exempt regular and executive employees, totally or partially, from tuition payments for studies at the master's level, on the basis of the requirements and the conditions presented below:

### 15.1.2.1 Requirements

- a. The employee must meet all the requirements established in the University's Graduate Catalog.
- b. The employee may opt for this benefit after having served for one uninterrupted year at the Institution in a regular nonteaching position.
- c. The courses must be for the employee's professional improvement. Obtaining only one master's degree is allowed.
- d. Employees, for whom the benefits established here are approved, are entitled to a partial or total tuition payment exemption of six credits per semester and three credits during the summer.
- e. The studies must be taken outside working hours and they must not interfere with the employee's work.
- f. The employee must sign an agreement with the University where he commits himself to meet a series of conditions established in order to receive this benefit.

## 15.2 Exemption from Tuition Payment of Spouse and Children at the Bachelor's or Associate Degree Levels

15.2.1 Dependent children of regular and executive employees, under 25 years of age and as defined by the federal Financial Aid regulations, are entitled to complete exemption from tuition payments for bachelor's or associate degree studies, in the regular program of Inter American University of Puerto Rico.

15.2.2 Dependent children are entitled to study in the **Certificate Program**, which means that they may not opt for study benefits at the associate or bachelor's degree level in the regular program. In these

cases, the father or mother, as the main beneficiary, must sign an agreement to that effect.

15.2.3 The spouse is eligible for exemption from tuition fees payment for six (6) credits in each semester and for three (3) credits in each summer session for the bachelor's or associate degree at Inter American University of Puerto Rico, as long as the spouse does not possess a conferred bachelor's degree.

15.2.4 The spouse may take courses in the trimester program or in a combination with the semester or summer terms that will not exceed 15 credits in the academic year.

15.2.5 The benefit in the Aviation and Engineering Programs covers the cost per credit at the bachelor's degree and the beneficiary is responsible for paying the difference of the cost per regular credit for these programs.

### 15.3 Contribution to Tuition Payment of Dependent Children at Elementary and Secondary Schools

15.3.1 Those regular and executive employees who were in service on June 30, 1978, are entitled to half the tuition payment, up to \$300.00 per academic year, per unmarried dependent child of five years of age or more, in any private elementary or secondary school, licensed by the General Education Council of Puerto Rico. This benefit covers from *Kindergarten* to twelfth grade.

### 15.4 Scope of the Enrollment Payment Exemption to Nonteaching Employees

15.4.1 The benefit of exemption from enrollment payment for nonteaching employees in associate or bachelor's degree programs covers the payments for the following:

- Student and Cultural Activities
- Student Council
- Dispensary
- Student Center

15.4.2 a. In the exemption of payment benefit for master's enrollment, the University will pay the equivalent of the cost per credit of credits passed, at the bachelor's level. It will be the responsibility of the employee to pay the difference to complete the cost related to master's degree registration.

- b. In cases where this benefit is approved as a requirement of the University, the beneficiary will be exempt from tuition payment for the total of the approved credits.
- c. The benefits provided here do not include courses at the School of Law, School of Optometry, the Medical Technology Program, or credits leading to the doctoral degree.
- d. The approval of these benefits, under no circumstance, constitutes a commitment on the part of the University to offer a position in the specialization of study, a position higher than that which the employee occupies, or an increase in pay.

## **ARTICLE 16. UNIFORMS AND SAFETY EQUIPMENT**

16.1 The University will provide uniforms and safety equipment free of cost to each employee when his functions so require. The correct use of the work uniform or safety equipment is mandatory for these employees and it is the responsibility of the employee to take care of and keep the uniforms and safety equipment in optimal conditions to comply with the spirit of this policy. Non-compliance with the work uniforms and safety equipment policy will be considered a violation of the University's rules of conduct and will be subject to the subsequent disciplinary action.

16.1.1 In the case of uniforms and safety equipment not required by law, the continuity to receive them free of cost will be subject to the financial conditions of the University.

## **ARTICLE 17. UNIVERSITY PROPERTY**

It is expected that all employees handle University property with proper care, so that it does not lose its usefulness. Following is a series of provisions to that effect.

17.1 The employees have the responsibility to protect and conserve University property in good condition.

17.2 The property cannot be removed from the work center without express authorization of management.

17.3 If an employee damages in any way, or loses some property under his safekeeping, he must notify this to his immediate supervisor.

17.4 All items bought and paid for by the University are its property. These items can be given or assigned to determined employees so that they can realize their daily tasks and may only be used for this,

and in no way may they be used for personal benefit.

- 17.5 When, for whatever reason, the employment relationship ends between the University and an employee to whom property has been assigned or given to carry out his work, this property must be returned without delay to the corresponding offices and in functional conditions, or otherwise, the employee will be required to pay for the necessary repairs or its replacement. Among others things, the employee must turn in the following items, including, but not limited to: the identification card, the access card, computers, telephones, keys, software, etc.

#### **ARTICLE 18. APPROPRIATE USE OF COMPUTERS, COMPUTER PROGRAMS, SOFTWARE, E-MAIL, TELEPHONE MESSAGE MAILBOX, MOBILE TELEPHONES, FACSIMILE AND PHOTOCOPIERS**

The University is the owner of all this equipment and its content, and expects that they be used for the purpose for which they have been acquired, and, therefore, has access to them at any time to inspect them and the information or documents they contain.

- 18.1 All information or material that is entered, sent or received, or is accessed using computers, e-mail, telephone message mailboxes or facsimile, is also property of the University. In no case may they be considered as personal or private documents of the employee.
- 18.2 An expectation of privacy with respect to the information contained in computers, e-mails, Internet, telephone message mailboxes, facsimile, and photocopiers does not exist.

Any violation to these provisions is subject to the imposition of sanctions.

#### **ARTICLE 19. RELATIONSHIPS WITH STUDENTS AND THE PUBLIC**

The image and the reputation of the University are founded on the services of excellence that the University offers our students and the people that visit us, as well as on the quality of work that each of its employees performs.

The opinions and attitudes of our students with respect to the University are influenced by the way they are treated. For this reason, it is expected that all employees always offer a courteous and respectful treatment and a diligent and efficient service.

## ARTICLE 20. RULES OF CONDUCT

- 20.1 All employees are subject to the observance of all rules and norms of the University contained in normative documents. Not to comply with these, makes the employee liable to dismissal, after a reasonable effort has been made by the University to attain a corrective action.
- 20.2 Inter American University of Puerto Rico has adopted rules of conduct in the best interest of all, by means of a series of normative documents. In case some of these rules are violated, corrective action for the protection of the University community and property will be taken. The University will make a reasonable effort to avoid the dismissal of employees.
- a. Our system of corrective action, as a general rule, is the following:
1. Conversation with the employee and a verbal reprimand
  2. First written warning
  3. Second written warning and/or suspension
  4. Dismissal

Nevertheless, depending on the seriousness of the fault, some steps can be precluded and continue directly to others.

- 20.3 The final decision to dismiss an employee will be at the discretion of the University and will depend on the circumstances of each particular case.

## ARTICLE 21. CORRECTIVE ACTION PROCESS

The corrective action process and the imposition of disciplinary sanctions have the purpose of obtaining the modification of a conduct that constitutes a violation of institutional norms and affects the good operation of the Institution.

The main responsibility of this process falls to the personnel with supervisory functions in direct coordination with the Human Resources directors. It is of extreme importance that supervisors faithfully document the actions of the personnel they are in charge of, so they can sustain any allegation.

The function of the Human Resources directors is to counsel the chief executives and the personnel with supervisory functions on the possible actions that may be taken in each case. The chief executive has the final responsibility regarding the action taken.

### 21.1 DEFINITIONS

- 21.1.1 **Verbal Reprimands:** Excluding serious actions that may entail the termination of employment or another type of action, the verbal



reprimand is the first step to be taken. It consists of private counseling and it constitutes an effort to correct and improve the conduct of the employee, in a way that adjusts to institutional norms.

In this case, the supervisor will register in the employee's file he has in his office that the reprimand was carried out. This action will not be recorded in the file of the Human Resources Office.

- 21.1.2 **Written Reprimands:** These are of a more severe nature than the verbal reprimand and form part the employee's file in the Human Resources Office.

It will be the responsibility of the supervisor to consult the situation with his superior and the Human Resources Office. With the advice of the Human Resources Office, he will prepare the written reprimand, call the employee, discuss the nature of the violation with him, and explain the implications and consequences in the case of future violations. In addition, he will provide any other counsel he considers necessary. The supervisor will point out in the written reprimand, any verbal counsel previously given to the employee, related to the fault committed.

The employee must sign the reprimand. If he refuses, a witness, member of the management, will sign it pointing out the fact that he informed the employee regarding the fault and its consequences.

The original copy, signed by the employee, will be sent to the Human Resources Office file. The supervisor will give a copy of this document to the employee and will keep a copy in the employee's file in his office.

- 21.1.3 **Suspension of Employment and Salary:** When written reprimands fail to correct the employee's conduct or when a more severe action becomes necessary, the immediate supervisor will evaluate the case with his superior and recommend the suspension of employment and salary.

Once the case has been discussed with his superior, he will consult with the Human Resources Office. If approval is obtained from that Office, the endorsement of the Chief Executive of the unit will be obtained for the recommended action.

Once the endorsement is obtained, the Human Resources Office of the unit will consult with the Systemic Human Resources Office and the Juridical Adviser's Office to obtain the approval of the disciplinary action to be carried out.

The supervisor will prepare a memorandum with details of the facts, where he will inform the employee of the suspension of employment and

salary in his case. This memorandum must be prepared with the counsel of the Human Resources Office.

Copy of the memorandum will be sent to the employee's file in the Human Resources Office. The supervisor will preserve a copy in the employee's file he has in his office.

- 21.1.4 **Dismissal:** Dismissal occurs when the conclusion is reached that there is no reasonable form to modify the conduct of an employee or when the fault is quite serious. Generally, to arrive at this type of action, the employee has gone through the previous stages (oral and written reprimand and suspension).

In some cases, taking into account the totality of the circumstances, it will not be necessary to pass through the previous steps. In the same way as in suspension, the supervisor will discuss the case with his immediate superior; he will consult with the Human Resources Office and will obtain the endorsement of the Chief Executive of the unit.

Once the endorsement is obtained, the Human Resources Office of the unit will consult with the Systemic Human Resources Office and the Juridical Adviser's Office to obtain approval of the action of terminating employment.

A letter will be given or sent to the employee informing him of the decision to terminate employment. This will be signed by the nominating authority of the unit.

## 21.2 GENERAL PROVISIONS REGARDING CONDUCT

Among the general provisions regarding conduct, are the following, which employees must observe:

- a. Carry at all times in a visible place, the properly validated identification card, which identifies the person as an employee of the University, when this is required in the unit.
- b. Comply with the established guidelines regarding employees' attire, according to the nature of their position, the functions they perform, and the people they deal with.
- c. Carry out their duties and responsibilities to the maximum of their capacity and according to the instructions given by their supervisor.
- d. Comply adequately with the established laws, policies, norms and procedures, and with those that may be established in the future.
- e. Observe a conduct of high ethical and morals principles.
- f. Practice the best forms of companionship and mutual respect.

- g. Protect the property and interests of the University, and those of students, fellow workers and visitors.
- h. Take their questions, concerns and problems, to the attention of their immediate supervisor.
- i. Inform any situation that puts in risk, or may put in risk, the well-being or the security of the University, its employees, students or visitors.
- j. Be present punctually and regularly at work, comply with the norms on registering of attendance and not exceeding the time granted for rest and periods for meals.
- k. Inform ahead of time, to the supervisor, whenever it is possible, of any absence which they must incur in.
- l. Stay alert and in the assigned work area all the work time required.
- m. Follow the supervisor's instructions on performance.
- n. Observe the rules and common practices of security.
- o. Use and properly protect the clothing and security equipment required to carry out their work.
- p. Inform immediately, to their supervisor, any accident or injury occurring at work.
- q. Notify immediately, to the police and their supervisor, any accident in which they are involved in a University vehicle.
- r. Take care of their physical and emotional health, avoiding alcohol and drug use, especially in working hours and periods related to any activity or official event in which they are representing the University.
- s. Not discriminate, against fellow workers, employment applicants, students or visitors, for reasons of race, color, sex, nationality, age, origin or social condition, physical, mental or sensorial disability, political or religious ideas, veterans of the Vietnam Era, disabled veteran, or for any other condition protected by law.
- t. Not carry firearms or other devices prohibited by law on University property or at activities sponsored or related to the University.
- u. Not use working time to perform any activity not related to their functions, which are not authorized by the appropriate authority.
- v. Not incur in conduct offensive to the University's image and reputation.
- w. Not permit the presence of children under 15 years of age, without the due authorization, in University property and offices, during working hours.

**This is a representative list, and, therefore, does not include all the types of conduct that could be sanctioned by the University.**

### 21.3 PROCEDURE IN CASE OF TERMINATION OF EMPLOYMENT

The only disciplinary sanction that requires a meeting with the employee, where he will be able to explain his position, is the termination of employment.

There may be cases that merit the immediate suspension of the employee while the facts that could lead to the imposition of sanctions are being investigated. It is for this reason that, the holding of this meeting will not be necessary and the employee will be informed of the determination and the duration of the suspension.

At this meeting the employee is not entitled to legal representation. The employee will be summoned and informed of the date, place and hour of the meeting.

The employee may be notified of the determination, once this meeting is ended, or at a later date, depending on the circumstances of the case.

### ARTICLE 22. RESPONSIBILITY FOR ENFORCING THIS HANDBOOK

The President will be responsible for seeing to it that these norms are enforced in all units of the Institution. The Systemic Human Resources Office will be responsible for maintaining, distributing and seeing to it that the norms established in this document are observed. Each supervisor will be responsible for adequately orienting and requiring the employees under his supervision to comply with the norms established herein.

### ARTICLE 23. SEVERANCE CLAUSE

The total or partial invalidation of any part or clause of this Handbook, decreed by a competent authority, will not invalidate the rest of the Handbook, which will remain in force in the remaining parts.

### ARTICLE 24. ANTI-DISCRIMINATION CLAUSE

Inter American University of Puerto Rico does not discriminate against an employment applicant or its employees because of race, color, sex, being a victim of domestic violence, national origin, age, social condition, nationality, political ideas, religious affiliation, physical, mental, or sensorial disability, veteran of the Vietnam Era, disabled veteran or other veterans protected by law, when this does not affect qualifications for employment, or for any other reason in law. The University will take affirmative action to enforce this clause.

### ARTICLE 25. NORMATIVE DOCUMENTS

The University has a series of normative documents that comprise part of the contractual relations of the employee with the Institution. These cover subjects related to compliance with state and federal laws and regulations applicable to higher education institutions in Puerto Rico.

These documents are available in the Human Resources Offices and the Web page of the University at [www.inter.edu](http://www.inter.edu)

## **ARTICLE 26. REVISIONS**

The Board of Trustees will revise these norms whenever it deems this necessary.

## **ARTICLE 27. Effective Date**

These norms will be in force on April 1, 2010. At that date, any other norm or current regulations that are in conflict with these will be annulled.

*The Spanish version of this Handbook (Manual) was reviewed and approved by the Board of Trustees of Inter American University of Puerto Rico February 26, 2010.*



**Inter American University Of Puerto Rico**  
Central Office of the System

**NON FACULTY  
EMPLOYEE HANDBOOK**

Human Resources Systemic Office  
2010