The Florida International University
Board of Trustees

and

The American Federation of State, County and
Municipal Employees
AFL-CIO

Collective Bargaining Agreement

2013-2016
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PREAMBLE

This Agreement is between the Florida International University Board of Trustees, hereinafter called the Board, and the Florida Public Employees Council 79, affiliate of the American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter called AFSCME;

WHEREAS, it is recognized by the Board and AFSCME 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 the University 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 University;

WHEREAS, it is recognized by the Board and AFSCME that terms and conditions of employment of employees are contained in this Agreement and in the University employment rules, policies and procedures manual; and

WHEREAS, the above language is a statement of intent and therefore not subject to the grievance procedures as outlined in Article 4.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the Board and AFSCME do agree as follows.

ARTICLE 1
RECOGNITION

1.1 Inclusions.
   A. The Board hereby recognizes the Local 3346 and Florida Council 79 of the American Federation of State, County and Municipal Employees, AFL-CIO, (AFSCME), as the exclusive representative for the purposes of collective bargaining with respect to wages, hours, and terms and conditions of employment for all employees included in the Non-Professional (Operational Services and the Administrative and Clerical) (Certification No. 1463) bargaining units and Professional (Certification No. 1468), as defined in certifications issued on October 9, 2003 and March 8, 2004, respectively by the Florida Public Employees Relations Commission.

   B. This Agreement includes all regularly scheduled full-time and part-time employees in classification and positions listed in Appendix A of this Agreement except for those individuals filling full-time and part-time positions excluded pursuant to Section 1.2.
1.2 Exclusions. This Agreement specifically excludes persons in positions designated with managerial, confidential, or temporary status, and all persons paid from Other Personal Services (OPS) funds.

1.3 Positions of Classes-Unit Designation

A. When a position is included in a bargaining unit, and the University determines that the position should be excluded from the unit due to its managerial or confidential status, the University shall notify AFSCME of such determination. AFSCME shall notify the University, in writing, within fifteen (15) days of receipt of the notice, of any comments it has regarding the bargaining unit designation or of its desire to discuss such designation. If, following such discussion, AFSCME disagrees with the bargaining unit designation of the position; it may request that the Florida Public Employees Relation Commission (PERC) resolve the disputed unit placement.

B. When the Board establishes a new position class or revises an existing classification so that its bargaining unit designation is changed, the Board shall notify AFSCME regarding the bargaining unit status of the class. AFSCME shall notify the Board, in writing, within fifteen (15) days of the notice, of any comments it has regarding the bargaining unit designation or of its desire to discuss such designation. If, following such discussion, AFSCME disagrees with the bargaining unit designation of the position class, it may request that the PERC resolve the dispute.

C. Notice to AFSCME shall be considered sufficient if provided to Regional Director of Region 5, AFSCME Council 79, and to the President of the Local Union 3346. AFSCME, 700 S.Poinciana Blvd., Suite 700, Miami Springs, Florida 33166 by certified mail.

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/or representative.

2.2 “AFSCME Staff Representative” means an individual employed by AFSCME and designated by AFSCME to represent employees pursuant to this Agreement.

2.3 "Bargaining unit" means those employees, collectively, represented for collective bargaining purposes by AFSCME pursuant to Florida PERC Certification No. 1463 issued in Commission Order Number 04E-035, dated
February 4, 2004 and Certification Number 1468, issued in Commission Order Number 04E-070 dated March 8, 2004, wherein the Commission determined the composition of the bargaining unit at FIU.

2.4 "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 or other duly designated representative.

2.5 "Days" means calendar days, excluding any day observed as a State holiday.

2.6 "Employee" means a member of the bargaining units described in Article 1.

2.7 “Grievance” means a dispute filed with the Supervisor (“Step 1”), using Appendix C of this Agreement concerning the interpretation or application of a specific provision of this Agreement which is subject to the Grievance Procedure. The filing or pendency of any grievance under the provisions of this Article shall in no way impede or delay the right of the University to take the action complained of, subject, however, to the final disposition of the grievance.

2.8 “Grievant” means an employee or group of employees who has/have filed a grievance in a dispute over a provision of this Agreement which confers right upon the employee. AFSCME may file a grievance in a dispute over a provision of this Agreement that confers rights upon AFSCME.

2.9 "Management Representative" means an individual designated to hear grievances on behalf of the University.

2.10 "Position" means a position in a classification included in a bargaining unit described in Article 1.

2.11 "President of AFSCME Council 79" includes his/her duly designated representatives.

2.12 "Steward/AFSCME Employee Representative" means an employee who has been designated by AFSCME to investigate grievances and to represent grievant in grievances which have been properly filed under Article 4 of this Agreement when AFSCME has been selected as the employee's representative.

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

2.14 "University", "University," or “FIU" means Florida International University, acting through the University President and/or his representative.
ARTICLE 3
AFSCME ACTIVITIES

3.1 Designation and Selection of Representatives

A. The President of Council 79 shall furnish to the University no later than July 1st each year, a list of Employee Representatives who are designated to assist in processing Grievances. This list shall include the name, work address and work telephone number of each Employee Representative. The University will not recognize any person as an Employee Representative whose name does not appear on the list. This list may be amended as new representatives are designated by President of Council 79.

B. A total of ten (10) employees may be designated to serve as Employee Representatives; however, FIU will only be required to deal with one designated AFSCME representative, unless mutually agreed to otherwise.

3.2 Representative Access

A. AFSCME 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

The Vice President for Human Resources or his/her designee shall meet with AFSCME representatives to discuss matters pertinent to the implementation or administration of the Agreement or any other mutually agreeable matters. The party requesting consultation shall submit a written list of agenda items no less than one (1) week in advance of the meeting. The University and AFSCME 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.

3.4 Employee Information and Rules Provided.

A. Upon written request of AFSCME, the University will, on a semi-annual basis, provide a list of AFSCME employees with the name, work address, classification title, gross salary and date of hire for each employee.

B. The University shall provide AFSCME with the website address where it can view a copy of its personnel regulations, policies and collective bargaining agreement. A hard copy of personnel rules, policies and the collective bargaining agreement shall be maintained in the University library.
3.5 Negotiations

A. Parties and Location.
   1. AFSCME agrees that all collective bargaining is to be conducted with University representatives designated for that purpose by the President. There shall be no negotiations by AFSCME at any other level.
   2. Negotiations shall be held in a mutually agreed location in Miami-Dade County, Florida unless all parties agree to another location.

B. Negotiation Committee.
   1. AFSCME may designate in writing no more than three (3) employees to serve on its Negotiation Committee and not more than three (3) employees to serve as alternates for Committee members who are unable to attend a negotiation session.

3.6 Leave for Negotiating and Other AFSCME Activities.

A. Administrative leave pay shall be granted to the AFSCME bargaining committee members for the purpose of attending negotiations.

B. Effective upon ratification of this Agreement, and during the term of this Agreement as set forth in Article 14, employees shall have the right to donate per the procedures set forth herein their accrued vacation leave to an AFSCME Leave Bank for the purpose of creating an AFSCME Leave Bank so that up to three (3) AFSCME representatives may attend, with HR’s written approval, AFSCME conventions, AFSCME conferences, and for other union-related business, except for collective bargaining negotiations. The AFSCME Leave Bank is not considered vacation or sick leave. Each of the three (3) representatives may only use twenty-five (25) hours of the AFSCME Leave Bank each fiscal year (for a total of seventy-five (75) hours per fiscal year) for such activity. There shall be no carryover of the unused donated leave from one fiscal year to the next. Any such unused leave shall be forfeited on June 30 of each fiscal year. Within ten (10) days of ratification of this Agreement, AFSCME shall provide in writing a list of the names of the three (3) representatives who are authorized to use the AFSCME Leave Bank. Thereafter, AFSCME shall provide such written list on or before July 1 of each fiscal year during the term of this Agreement. The University shall have no responsibility or liability for the vacation leave deducted from the employees covered hereunder and credited to the AFSCME Leave Bank. AFSCME 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. The deduction and crediting of vacation leave provided for herein shall be based on signed authorizations which must be submitted no later than thirty (30) days from ratification of this Agreement and from July 1, thereafter. The same procedures, including signed AFSCME Leave Bank authorizations by bargaining unit employees, shall be utilized.

3.7 Bulletin Boards.

A. Where official bulletin boards of the University are available in the Graham Center, Wolfe University Center, PG5, the Engineering Center, and CSC, the University agrees to provide space on such bulletin boards for AFSCME use in accordance with University policy and procedures. The University also agrees to provide space on one (1) official bulletin board of its choosing in the College of Nursing for AFSCME to use in accordance with University policy and procedures.

B. The Materials posted on the boards shall be restricted only to office AFSCME matters. No material shall be posted which is derogatory to any person or organization, or which constitutes election campaign material for or against any person or organization or faction thereof, except that election material relating to AFSCME elections may be posted on such boards.

3.8 Communications.

Upon ratification of this Agreement, FIU will place a link in an appropriate place on the University website (i.e., the website containing the AFSCME collective bargaining agreement and policies) to the website of the AFSCME Local/Chapter.

ARTICLE 4
GRIEVANCE AND ARBITRATION PROCEDURE

4.1 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.

4.2 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 provision(s) of this Agreement which is subject to the Grievance Procedure.

4.3 For the purpose of determining deadlines for actions as set forth in this Article, the parties agree that, if said deadline falls on a weekend or a University recognized holiday, the deadline for said action shall be on the following
business day. 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. Mutual agreements may be evidenced by email exchanges. Any grievance shall be considered settled at the last level considered if the grievant fails to timely process the grievance to the next level. The term "days" shall mean business days. The date of receipt shall not be included in the count of days. Compliance with any time limit under this Article shall be determined by the date-stamped receipt executed by the office receiving the grievance or the person receiving the decision.

4.4 The commencement of legal proceedings against University in a court of law or equity, or before the Public Employee 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 actions under other University procedures available to address such matters. 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 over the same subject will be dismissed. Except as otherwise specifically provided, the Grievance and Arbitration Procedure is the sole remedy for any alleged violations of this Agreement.

4.5 In the event that the grievance involves an act or omission which could be handled by either this Article or the Neutral, Internal Resolution of Policy Disputes, the filing of a grievance under this Article constitutes a waiver of the filing of a complaint under the Neutral, Internal Resolution of Policy Disputes.

4.6 Grievances shall be processed in accordance with the following procedures:

A. STEP 1: The grievant shall present in writing his/her grievance to the appropriate supervisor within (10) days of the occurrence of the action giving rise to the grievance, or the date on which the employee knew or reasonably should have known of such act or omission if that date is later. The Step 1 form (attached) must be submitted in writing and shall be signed by the grievant(s). Discussions will be informal for the purpose of settling differences in the simplest and most effective manner. (The grievant shall have the right to representation by AFSCME.) The supervisor shall communicate a decision in writing to the
grievant within ten (10) days from the date the grievance discussion took place. 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.

B. STEP 2:

(1) Filing. If the grievance has not been satisfactorily resolved at the Step 1 or the supervisor has failed to respond within the Step 1 deadlines, the grievant or AFSCME may (upon request of the grievant) proceed to Step 2 by filing a fully executed Step 2 form which is attached. The Step 2 form must be filed with the Vice President of Human Resources or designee within ten (10) days after receipt of the Step 1 decision by the grievant and/or grievant’s representative or when the answer was due in the Step 1 process.

(2) Meeting. The Vice President for Human Resources or designee shall investigate the alleged grievance and shall, within fifteen (15) days or other mutually agreeable date of receipt of the written grievance, conduct a meeting between the Vice President for Human Resources or designee, other University representatives as necessary, the grievant and/or the grievant’s Union representative. At the Step 2 meeting, the grievant shall have the right to present any evidence in support of the grievance. The parties present at the Step 2 meeting shall discuss the grievance. Any party bringing legal counsel to the Step 2 meeting shall provide at least five (5) days’ advance written notice to all other parties. The grievant may bring an interpreter to the Step 2 meeting at his or her own cost.

(a) Documents. In advance of the Step 2 meeting, the grievant shall have the right, upon written request to the Vice President of Human Resources or designee, to a copy of any identifiable documents relevant to the complaint.

(b) Decision. The Vice President for Human Resources or designee shall notify the grievant of a decision in writing no later than ten (10) days following the meeting. A copy of the decision shall be sent to the grievant, the grievant’s representative and AFSCME (if grievant elected self-representation or representation by legal counsel). Failure of the Vice President for 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. If the University fails to provide a Step 2 decision within the time limits provided in this Article due to a University-caused delay, the University shall pay all costs of the Step 3 process should AFSCME elect to take the grievance to that step.

C. STEP 3: If a grievance has not been satisfactorily resolved at Step 2 if or the Vice President of Human Resources or designee has failed to respond within the Step 2 deadlines, the grievant or AFSCME (upon the request of the grievant) may proceed to Step 3 by filing a fully executed Step 3 form which is
attached. The Step 3 form must be filed with the Vice President of Human Resources or designee within fifteen (15) days after receipt of the Step 2 decision by the grievant and/or grievant's representative or when the answer was due in the Step 2 process. The grievance may be withdrawn by the grievant or by AFSCME representative at any point prior to issuance of the Panel's decision by providing written notification to the Vice President of Human Resources or designee.

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

i. The party requesting arbitration shall, concurrently with its filing of the Step 3 form, notify the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Services (FMCS) of the filing of the grievance and request a list of five (5) arbitrators sent to each party.

ii. Each party shall alternatively strike arbitrators from the list until one remains with a coin toss used to determine which party strikes first. The party requesting arbitration shall notify AAA or FMCS of the party's selection.

iii. The parties will select the arbitrator within ten (10) days after receipt of the list of arbitrators.

(2) Authority of the Panel.

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

ii. The arbitrator shall not add to, subtract from, modify, ignore, or alter the terms or provisions of this Agreement, or the provisions of applicable law, rules, or regulations having the force and effect of law. The arbitrator shall not have the power to limit or interfere in any way with the powers, duties, and responsibilities of the University under applicable law, rules, and regulations having the force and effect of law. The arbitrator shall be confined solely to the application and/or interpretation of the Agreement and the precise issue(s) submitted for arbitration. The arbitrator shall determine each dispute in accordance with the terms of this Agreement and in accord with a "Submission Agreement," if one can be agreed to. If there is no Submission Agreement, then the arbitrator will rely on the grievances as written under Step 2 of this Agreement.

iii. Where a University official has made a judgment involving the exercise of discretion, the arbitrator shall not substitute its judgment for that of the University official. Nor shall the arbitrator review such decision
except for the purpose of determining whether the decision has violated the Agreement.

(3)  The Hearing.  The arbitrator shall hold the hearing in Miami-Dade County unless otherwise agreed by the parties.  The hearing shall commence within sixty (60) days of the arbitrator's acceptance of selection, or as soon thereafter as is practicable.  The parties shall stipulate to the issue(s) prior to the hearing before the arbitrator.  If the parties are unable to stipulate to the issue(s) prior to such hearing, the parties shall proceed to a hearing on applicability of this procedure based on either procedural or substantive concerns (“applicability”).  Issues of applicability shall be bifurcated from the substantive issues and, whenever possible, determined by means of a hearing conducted by conference call.  The arbitrator shall have ten (10) days from the hearing on applicability to render a decision on the applicability issues.  If the process is judged to be applicable to the complaint, the arbitrator shall then proceed to hear the substantive issue(s) in accordance with the provisions of this Agreement.

i.  The arbitrator shall rule on arbitrability before issuing a decision on the merits.  If a lawsuit is filed over arbitrability, the arbitration shall not commence until the lawsuit has terminated in the trial court.  If the grievance was found to be arbitrable, then the grievance would be assigned to another arbitrator using the same process as used for selecting the first arbitrator.

ii.  The arbitrator shall issue the decision within thirty (30) days of the close of the hearing on the substantive issue(s) or the submission of briefs, whichever is later, unless additional time is agreed to by the parties in writing.  The decision shall be in writing and shall set forth findings of fact, reasoning, and conclusions on the issues submitted.  Except as expressly specified in this Article, the provisions of the Florida Arbitration Code, Chapter 682, Florida Statutes, shall not apply.  Except as modified by the provisions of this Article, the arbitration proceeding shall be conducted in accordance with the Labor Arbitration Rules and Procedures of the American Arbitration Association or FMCS.

iii.  In rendering its decision, the arbitrator 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 grievance violated a provision of this Agreement.

iv.  If the arbitrator determines that an Article has been violated, the arbitrator shall direct the University to take appropriate action.  The arbitrator may award back salary where the arbitrator determines that the employee is not receiving the appropriate salary from the University, but the arbitrator may not award other monetary damages or penalties.  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 in writing.  An
arbitrator’s award may 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 (30) days prior to the date the grievance was originally filed in this Article.

v. The decision or award of the arbitrator shall be final and binding upon the University, AFSCME, and the grievant provided that either party may appeal to an appropriate court of law a decision that was rendered by the arbitrator acting outside of or beyond the arbitrator’s jurisdiction.

(4) Venue. For purposes of venue in any judicial review of an arbitrator’s decision issued under this Article, the parties agree that such an appeal shall be filed in the courts in Miami-Dade County, Florida unless both parties specifically agree otherwise in a particular instance. In an action commenced in Miami-Dade County, neither the University nor AFSCME will move for a change of venue based upon the defendant’s residence in-fact if other than Miami-Dade County.

(5) Fees and Expenses. All fees and expenses of the arbitrator shall be divided equally between the parties unless mutually agreed otherwise. Each party shall bear the cost of preparing and presenting its own case. However, in the event the grievance is withdrawn after the selection of the arbitrator, the party withdrawing the grievance shall be responsible for the full cost of the arbitrator’s fee (if any) unless otherwise mutually agreed by the parties in writing. 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.

4.7. The following general rules are applicable to this Article:

A. The grievant or the AFSCME may abandon or settle a grievance.

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

C. Only grievances based on events or occurrences which occur after the date of the execution of this Agreement can be processed under this Article. After the expiration of this Agreement, there is no duty upon University to process any grievance unless the facts upon which the grievance is based occurred prior to the expiration of the Agreement. The arbitrator shall not receive into evidence nor rely upon any past practices that occurred after the date of the execution of this Agreement.

D. In contract interpretation, the burden of proof is on the grievant. In such cases, the preponderance of evidence standard is applicable.
E. No grievance informally resolved or by using the process described in this Article shall constitute a precedent for any purpose unless agreed to in writing by the University Vice President or designee, the grievant, and AFSCME.

F. Filings and Notification. All documents required or permitted to be issued or filed pursuant to this Article may be transmitted by fax, United States mail by certified mail with return receipt requested, or any other recognized delivery service that provides documentation of delivery to the recipient. An e-mail is not an acceptable form of delivery unless otherwise noted in this Article.

G. Reprisal. No reprisal of any kind will be made by the University or AFSCME against any grievant, any witness, any AFSCME representative, or any other participant in the Grievance and Arbitration Procedure by reason of such participation.

H. Records. In the event an employee files a grievance under this Article, the employee has the right to one (1) copy of their personnel records at no cost. All written materials pertinent to a grievance shall be maintained separately from the evaluation file of the grievant or witnesses, except (1) at the request of the grievant or witness that specific materials be included in his or her own evaluation file, or (2) where the terms of the decision or a settlement direct that a copy of the decision or settlement agreement be placed in the evaluation file of a grievant or witness. All decisions or settlement agreements resulting from grievances processed pursuant to this Article shall specify whether or not a copy of the decision or settlement agreement is to be placed in the evaluation file(s) of any grievant or witness.

ARTICLE 5
LAYOFFS AND RECALL

5.1 Layoffs.

A. The University, or the Board in the case of Board employees, shall notify the local AFSCME President on the same day as the affected employee(s) is notified that an employee or employees in the bargaining unit will be laid off. Employees may be laid off due to adverse financial circumstances; reallocation of resources; reorganization of administrative structures, programs, or functions; curtailment or abolishment of one or more programs or essential functions; or shortage of work. However, nothing precludes the Union from conferring about the practical consequences that decisions may have within the bargaining unit.
B. The affected layoff unit may be identified at an organizational level such as division, college, school, department, area, program, or position as determined by the Vice President for Human Resources or his/her designee.

C. 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:

1. Training, experience and position, including certifications.
2. Employee’s overall performance/disciplinary record.
3. Seniority.

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

D. The notice to the employee of layoff shall include the effective date of layoff, the reason for layoff, a statement of recall rights and any appeal/grievance rights, including applicable filing deadlines. Any laid-off employee(s) shall be given priority consideration when applying for any open position within the University for which the employee meets the required qualifications. The laid-off employee(s) must indicate that he or she qualifies for the priority consideration at the time of application in order to be afforded such priority consideration.

5.2 Laid off employees shall have recall rights only to the position that the employee held immediately prior to being laid off within the layoff unit. Recall of laid off employees will be in accordance with departmental needs. Recall rights are limited to the one (1) year period following the layoff. During this period, no new employees will be hired by the layoff unit for the position that the affected employee had previously held until the laid off employee is offered recall. Any employee offered recall at his/her last known address must contact the Division of Human Resources and agree to return to work within 21 calendar days, or forfeit all recall rights.

ARTICLE 6
HEALTH AND SAFETY

6.1 Statement of Policy. The University shall make reasonable efforts to provide employees a safe and healthy working environment. The Board and AFSCME agree to work cooperatively toward reducing job-related injuries and Workers’ Compensation costs by encouraging improved safety measures.

6.2 Safety Committee. The AFSCME will name one (1) operational employee, one (1) administrative/clerical employee and one (1) professional employee to
serve on a University Wide Safety Committee. Any individual selected to serve in this capacity will make appropriate scheduling arrangements, with management’s approval, to ensure his/her attendance does not adversely affect operations.

6.3 Employee Health and Safety.

   A. When a University requires an employee to use or wear health or safety equipment, such equipment will be provided by the University.

   B. Any employee becoming aware of a work-related accident shall immediately notify the supervisor or the supervisor's designee of the area where the incident occurred.

   C. When an employee believes an unsafe or unhealthy working condition exists in the work area, the employee shall immediately report the condition to the employees' supervisor or supervisor’s designee. The University shall investigate the report and respond to the employee in a timely manner.

   D. The University will not require employees to continuously perform repetitive keyboard motions at a video display terminal for an uninterrupted period in excess of two (2) consecutive hours.

   E. The University shall make reasonable attempts to notify affected employees of major remodeling or major construction.

**ARTICLE 7**

**AFSCME DEDUCTIONS**

7.1 Deductions and Remittance.

   A. The University will deduct AFSCME membership dues and other authorized deductions in an amount established by AFSCME and certified in writing by the President of Council 79 to the Vice President for Human Resources or designee, from employees pay for those employees who individually make such request on the deduction authorization form provided by AFSCME included as Appendix B and/or the Human Resources website under the Collective Bargaining tab. Employee transfers or promotions within these bargaining units shall not require the submission of new forms.

   B. The dues and other authorized deductions shall be made on the employee’s regular payroll basis and shall begin with the first full pay period following receipt of the authorization form. The dues and other authorized deductions shall be remitted by the University to the AFSCME State Office within thirty (30) days after the deductions are made. Accompanying each remittance shall be a list of the employees from whose salaries such deductions were made.
and the amounts deducted. When an employee returns from an approved unpaid leave status, dues deductions shall continue if that employee had previously submitted a deductions authorization form.

C. AFSCME shall notify the Vice President for Human Resources or designee in writing of any changes in its dues at least thirty (30) days prior to the effective date of such change.

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

7.3 Termination of Deduction.

A. The University’s responsibility for deducting dues and other authorized deductions shall terminate automatically upon either: (1) revocation by the employee by providing the University Human Resources Office and the Union with thirty (30) days written notice that the employee is terminating the prior checkoff authorization, (2) the termination of employment, or (3) the transfer, promotion, or demotion of the employee out of these bargaining units.

B. Should the University receive any written instructions from the bargaining unit member to stop his/her authorization to deduct dues, the University shall comply with Chapter 447, Part 2, Florida Statutes.

7.4 Indemnification. AFSCME shall indemnify, defend, and hold the Board, the State of Florida, and their 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 the Board, the State, or their officers, officials, agents, and employees in complying with this Article. AFSCME shall promptly refund to the University any funds received in accordance with this Article which are in excess of the amount of deductions which the Board has agreed to deduct, provided that such unauthorized dues deductions are reported to AFSCME Council 79 by the University within one hundred and twenty (120) days of the occurrence.

7.5 Exceptions. Except pursuant to court order, the Board will not deduct any AFSCME fines, penalties, or special assessments from the pay of any employee.
ARTICLE 8
EMPLOYEE PARKING

8.1 Each bargaining unit employee with an annual base pay of $30,000 or less shall receive a discount of twenty-five percent (25%) on the cost (exclusive of sales tax) of the annual registration fee for an annual faculty/staff decal.

8.2 The benefit provided pursuant to this Article shall be effective upon joint ratification of the agreement.

ARTICLE 9
WAGES

9.1 Salary Increases for Fiscal Year 2013-2014

(a) The Board shall provide all eligible bargaining unit employees with a general across-the-board wage increase of two and one-half percent (2.5%) or two thousand dollars ($2,000), whichever sum is greater. The increase will be based upon the employee’s base rate of pay and in proportion to their full-time equivalency (FTE). To be eligible, the employee must have been employed by the University before July 1, 2012, and continuously employed through the date of joint ratification. The increase shall be effective upon the date of joint ratification of the contract by the parties, payable on the first pay period following ratification, and will not be retroactive. If the employee’s most recent performance evaluation in effect on the date of joint ratification is “Below Standards or Achieves Standards/Marginal,” the employee shall not receive the increase. If an ineligible employee achieves performance standards (in accordance with their most recent annual evaluation) after the implementation of the pay action but prior to the end of the 2013-2014 Fiscal Year, the employee may receive an increase; however, such increase shall be effective on the date the employee becomes eligible, and not retroactively applied.

(b) The Board shall provide merit increases from a pool equal to one (1%) percent of the base rate of pay of the bargaining unit member. 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 in June 2014. 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 June 1, 2013, and continuously through the effective date of the salary action.

9.2 Salary Increases for Fiscal Year 2014-2015

(a) The Board shall provide all eligible bargaining unit employees with a general across-the-board wage increase of two percent (2%). The increase will be based upon the employee’s base rate of pay and in proportion to their full-time
equivalency (FTE). To be eligible, the employee must have been employed by the University before September 1, 2013, and continuously through the effective date of the salary action. The increase should be effective on the first pay period in September 2014. If the employee’s most recent performance evaluation immediately prior to September 2014 is “Below Standards or Achieves Standards/Marginal,” the employee shall not receive a merit increase. If an ineligible employee achieves performance standards (in accordance with their most recent annual evaluation) after the implementation of the pay action but prior to the end of the 2014-2015 Fiscal Year, the employee may receive an increase; however, such increase shall be effective on the date the employee becomes eligible, and not retroactively applied.

(b) The Board shall provide merit increases from a pool equal to one (1%) percent of the base rate of pay of the bargaining unit member. 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 in June 2015. 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 June 1, 2014, and continuously through the effective date of the salary action.

9.3 Salary Increases for Fiscal Year 2015-2016

(a) The Board shall provide all eligible bargaining unit employees with a general across-the-board wage increase of one percent (1%). The increase will be based upon the employee’s base rate of pay and in proportion to their full-time equivalency (FTE). To be eligible, the employee must have been employed by the University before September 1, 2014, and continuously through the effective date of the salary action. The increase should be effective on the first pay period in September 2015. If the employee’s most recent performance evaluation in effect immediately prior to September 2015 is “Below Standards or Achieves Standards/Marginal,” the employee shall not receive a merit increase. If an ineligible employee achieves performance standards (in accordance with their most recent annual evaluation) after the implementation of the pay action but prior to the end of the 2015-2016 Fiscal Year, the employee may receive an increase; however, such increase shall be effective on the date the employee becomes eligible, and not retroactively applied.

(b) The Board shall provide merit increases from a pool equal to one (1%) percent of the base rate of pay of the bargaining unit member. 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 in June 2016. 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 June 1, 2015, and continuously through the effective date of the salary action.
9.4 Effect of Any Legislative Increases

(a) Any general across-the-board wage increases provided by the Legislative appropriations for the 2013-2014 fiscal year, 2014-2015 fiscal year, or 2015-2016 fiscal year shall count toward any salary increases described in 9.1(a), 9.2(a), or 9.3(a) respectively.

(b) Any merit or performance-based increase or bonus received by a bargaining unit employee as a result of appropriations by the Legislature for the 2013-2014 fiscal year, 2014-15 fiscal year or 2015-2016 fiscal year shall count toward the amount of money an employee would have otherwise received in accordance with the provisions in 9.1(b), 9.2(b), or 9.3(b) respectively.

(c) Any merit or performance-based increase or bonus provided by Legislative appropriations for the 2013-2014, 2014-2015, or 2015-2016 fiscal year shall be passed on to bargaining unit employees as provided by the Legislature. Should the Legislature appropriate funds for a bonus, the bonus shall be paid in accordance with a policy or plan approved by the Office of Policy and Budget or, in the absence of such a plan, Section 110.1245(2), Florida Statutes. In the absence of an approved policy or plan, for purposes of determining eligibility under Subsections 110.1234(2)(b)4-6. (c), and (d), the criteria and rating used for the Operational Excellence Award will apply.

9.5 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 grant or contract.

9.6 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/inversions; increased duties and responsibilities; special achievements; litigation/settlements; and similar special situations.

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 the Maintenance of University Policies Article or
otherwise provided to AFSCME during these collective bargaining negotiations shall be in effect during the term of this Agreement. As provided under the Maintenance of University Policies Article, 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 Policy, or other appropriate administrative or judicial remedy.

**ARTICLE 11**

**MANAGEMENT RIGHTS**

It is the right of the University to determine unilaterally the purpose of the University, set standards of services to be offered to the public, and exercise control and discretion over its organizations and operations. It is the right of the University to direct its employees, and relieve its employees from duty because of lack of work or for other legitimate reasons, except as abridged or modified by the express provisions of this Agreement, provided, however, that the exercise of such rights shall not preclude an employee or AFSCME from raising a grievance on any such decision which violates the terms and conditions of this Agreement.

**ARTICLE 12**

**TOTALITY OF AGREEMENT**

12.1 Limitation. The Board and AFSCME acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to present demands and proposals with respect to any and all matters lawfully subject to collective bargaining, and that all of the understandings and agreements arrived at by the Board and AFSCME thereby are set forth in this Agreement, and that it shall constitute the entire and sole Agreement between the parties for its duration.

12.2 Obligation to Bargain. Except as otherwise provided in this Agreement, the Board and AFSCME, 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.

12.3 Modifications. Nothing herein shall preclude the parties from mutually agreeing to alter, amend, supplement, delete, enlarge, or modify any of the provisions of this Agreement in writing. Any alterations, amendments, supplements, deletions, enlargements, or modifications of any provisions of the University personnel rules or policies attached to this Agreement or applicable to AFSCME members will be governed by Article 15.
ARTICLE 13
SAVINGS CLAUSE

If any State or Federal court with competent jurisdiction over the parties determines that any provision of this contract is in contravention of the laws or regulations of the United States or of this State, then such provision shall not be applicable, performed or enforced, but the remaining parts or portions of this contract shall remain in full force and effect for the term of this contract.

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

15.1 An AFSCME designated-representative will be advised in writing of any changes in University personnel rules or policies impacting terms and conditions of employment within fourteen (14) days prior to formal adoption.

15.2 The University may not amend its current personnel rules or policies applicable to the members of the bargaining unit if such a change would conflict with a term of this Agreement. In the event a change of personnel rules or policies does not conflict with a provision of this Agreement, but constitutes an otherwise change in terms or conditions of employment, the University shall notify AFSCME who may then request bargaining.

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.
WITNESS WHEREOF, the parties have set their signatures this 23 day of APRIL, 2014.

THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES

Albert Maury
Chairman

Mark B. Rosenberg
President

Elizabeth J. Marston
Chief Negotiator

THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES AFL-CIO

Norman Herdocia
Regional Director AFSCME 79

Madelin González
Chief Negotiator

David Cowart
Local AFSCME President

Date ratified by the AFSCME: AUGUST 8, 2013

Date ratified by the Board of Trustees: AUGUST 19, 2013
APPENDIX A

LIST OF AFSCME REPRESENTED CLASSES
The parties have agreed that all regularly scheduled full-time and part-time employees whose class title is on or similar to that which is listed below which may be amended by agreement of the parties or by order of the Florida Public Employees Relations Commission:

OPERATIONAL SERVICES Certification no. 1463

CLASS CODE CLASS TITLE
2060 Computer Repair Technician
2064 Senior Computer Repair Technician
2754 Museum Preparator
3723 Audio-Visual Equipment Operator
3725 Senior Audio-Visual Equipment Operator
4282 Teaching Laboratory Specialist
4609 Engineering Technician/Designer
5017 Laboratory Technician
5027 Senior Laboratory Technician
6306 Printing Assistant
6310 Printing Equipment Operator
6311 Senior Printing Equipment Operator
6321 Assistant Print Shop Manager
6366 Motor Vehicle Operator
6367 Senior Motor Vehicle Operator
6374 Maintenance Support Worker
6389 Laborer
6394 Groundskeeper
6395 Senior Groundskeeper
6423 Locksmith
6426 Painter
6435 Roofer
6441 Plumber
6444 Electrician
6451 Refrigeration Mechanic
6452 Senior Refrigeration Mechanic
6466 Maintenance Mechanic
6467 Maintenance Specialist
6468 Instrument Maker-Designer
6483 Building Projects Specialist
6484 Building Construction Inspector
6486 Facilities Construction Specialist
6520 Laboratory Machinist Specialist
6526 Custodial Worker
6527 Senior Custodial Worker
6539 Assistant Automotive Equipment Mechanic  
6540 Automotive Equipment Mechanic  
7233 Electronic Technician  
7234 Senior Electronic Technician  
8401 Campus Parking Patroller  
8402 Senior Campus Parking Patroller

**ADMINISTRATIVE/CLERICAL, Certification No. 1463:**

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<tr>
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<td>Photographer</td>
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3633 Cinematographer/Videographer
3721 Senior Art/Publications Production Specialist
3754 Assistant Editor
4206 Program Assistant
4262 Financial Aid Officer
4264 Senior Financial Aid Officer
4303 Library Technical Assistant
4304 Senior Library Technical Assistant
5666 Medical Records Specialist
8203 Senior Security Guard
8410 Police Service Technician
8411 Senior Police Service Technician
8412 Police Communications Operator

PROFESSIONAL Certification no. 1468

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<td>3805</td>
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<tr>
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<tr>
<td>4275</td>
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<td>4601</td>
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<td>4691</td>
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5033 Biological Scientist
5035 Senior Biological Scientist
5043 Chemist
5045 Senior Chemist
5083 Senior Teaching Laboratory Specialist
5753 Interpreter for Individual with Hearing Impairment
6033 Senior Health Educator
6582 Telecommunications Services Specialist
6584 Senior Telecommunications Services Specialist
8710 Environmental Health □ Safety Specialist
APPENDIX B

AFSCME
FLORIDA INTERNATIONAL UNIVERSITY
DUES CHECKOFF AUTHORIZATION

I authorize Florida International 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 Florida International University, membership dues and assessments and the American Federation of State, County and Municipal Employees as established from time to time by AFSCME in accordance with its Constitution, and as certified to Florida International University by AFSCME. Furthermore, I understand that such dues and assessments will be paid to AFSCME.

This authorization shall continue until either (1) revoked by me at any time upon thirty days written notice to Florida International University, the university personnel office and to AFSCME; (2) my transfer or promotion out of an AFSCME represented bargaining unit; (3) termination of employment; or (4) revoked pursuant to Section 447.107, F.S.

Dues Deduction Authorization Cards and Forms: Dues, contributions or gifts to AFSCME are not deductible charitable contributions for federal income tax purposes. Dues paid to AFSCME may qualify as business expenses and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Service.

By signing this form, I authorize Florida International University to release my Social Security number to AFSCME in reporting dues deductions.

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<th>Social Security Number</th>
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For Union Use Only
APPENDIX C

Grievance and Arbitration Procedure
FIU Board of Trustees & AFSCME
Step 1 Grievance

RECEIPT INFORMATION

This grievance was received and filed with the Supervisor by:
(Check One):

_________________________________________ Mail (Circle One: certified, registered, restricted delivery, return receipt requested, regular mail);

Or

_________________________________________ Personal Delivery (personal delivery requires signature of recipient).

Date Received by University: ________________________________
Received by: __________________________________________
Signature ____________________________ Print Name ________

Grievant Information

Employee Name: ___________________________ Department: _____________
Office ________________________________
Phone #: ________________________________ Division: _________________

Panther ID: ______________________________
E-Mail Address: __________________________
I will be represented in this grievance by: (check one) - Note that your representative must sign and print name his or her on the appropriate line):

- AFSCME
- Myself
- Other

Name: _______________________________  Department: _______________________________
Office: _______________________________  Division: _______________________________
Phone #: _______________________________  Division: _______________________________

Mailing Address:
____________________________________________
____________________________________________

**Statement of Grievance**

The grievant shall present in writing his/her grievance to the appropriate Supervisor within ten (10) business days of the occurrence or the date the employee knew or reasonably should have known of the act or omission. The grievant must cite the specific Articles and Sections of the Agreement allegedly violated and the specific acts or omissions giving rise to the allegations.

The Supervisor shall communicate a decision in writing to the grievant within ten (10) business days from the date the grievance was presented to him/her. If the grievance was not satisfactorily resolved at Step 1 or the supervisor failed to respond within the Step 1 deadlines, the grievant may appeal to Step 2. The time limits set forth shall be strictly complied with and can only be extended by mutual agreement of the parties in writing.
Indicate your grievance in the space provided below (Attach additional sheets, including supporting documentation, if needed):

Indicate remedy sought:

I understand that the filing of a grievance constitutes a waiver of any of my rights to judicial or administrative review, pursuant to Chapter 120, Florida Statutes, or to the review of such actions under other University procedures available to address such matters. This form is in accordance with Article Four—Grievance and Arbitration Procedure of the FIU BOT/AFSCME Bargaining Agreement.

Signature of Grievant(s) Print Name
Date:_________________

As the AFSCME representative, I have the authority to sign this grievance on behalf of the grievant.

Signature of AFSCME Representative on behalf of the Grievant
Date: _______________________________
RECEIPT INFORMATION

This grievance was received and filed with the Vice President of Human Resources or designee by: (Check One)

____________________________________________ Mail (Circle One: certified, registered, restricted delivery, return receipt requested)

OR

____________________________________________ Personal Delivery (personal delivery requires signature of recipient).

Date Received by University ____________________________

____________________________________________

Signature Print Name

Grievant Information

Grievant
Name: ___________________________ Department: ___________________________
Office ___________________________ Division: ___________________________
Phone #: ___________________________ Division: ___________________________

Panther ID: ___________________________

E-Mail Address: ___________________________
I will be represented in this grievance by: (check one) - Note that your representative must sign and his or her print name on the appropriate line):

☐ AFSCME

☐ Myself

☐ Other

Name: ___________________________ Department: ___________________________
Office: ___________________________ Division: ___________________________
Phone #: ___________________________ Division: ___________________________

Mailing Address:
____________________________________________________________________
____________________________________________________________________

Statement of Grievance
If the grievance is not settled at the first step, the grievant, within ten (10) business days of the answer in Step 1, or if no answer was received under Step 1 when the answer was due, may appeal in writing to the Vice President for Human Resources or designee.

Date of Step 1 Decision: ___________________________.
Please attach the Supervisor's decision, if any.

The Vice President for Human Resources or designee shall investigate the alleged grievance and shall, within fifteen (15) business days of receipt of the written grievance, or other mutually agreeable date, conduct a meeting between the Vice President for Human Resources or designee, other FIU representatives as necessary, the grievant and the grievant’s Union representative. The Vice President for Human Resources or designee shall notify the aggrieved employee of a decision no later than ten (10) business days following the meeting. The time limits set forth shall be strictly complied with and can only be extended by mutual agreement of the parties in writing.
Indicate your grievance in the space provided below. In the grievance, you must cite the specific provision of the Agreement allegedly violated and the specific acts or omissions giving rise to the allegations. (Attach additional sheets, including supporting documentation, if needed):

Indicate remedy sought:

I understand that the filing of a grievance constitutes a waiver of any of my rights to judicial or administrative review, pursuant to Chapter 120, Florida Statutes, or to the review of such actions under other University procedures available to address such matters. This form is in accordance with Article Four–Grievance and Arbitration Procedure of the FIU BOT/AFSCME Bargaining Agreement.

Signature of Grievant(s)  Date

NOTE: The grievance will not be processed unless signed by the grievant.
Grievance and Arbitration Procedure
FIU Board of Trustees & AFSCME
Step 3: Notice of Arbitration

Employee Grievance Sheet:
Date Received: ______________________________

Received by: ______________________________

Print Name/Title

Signature

Employee Information

Employee
Name: ____________________________ Department: ____________________________

Date Submitted: ____________________________ Division: ____________________________

E-Mail Address: ____________________________ Phone/Extension: ____________________________

I will be represented in this grievance by: (check one) - Note that your representative must sign and print his or her name on the appropriate line):

☐ AFSCME ____________________________

☐ Myself ____________________________

☐ Other ____________________________

REQUEST FOR ARBITRATION REVIEW
If the employee is in disagreement with the decision rendered in Step 2, the employee(s) may appeal in writing to the Vice President for Human Resources or designee a review by an arbitrator within fifteen (15) business days of receipt of the Step 2 decision or when the decision was due. The arbitrator will hold a hearing within sixty (60) days unless otherwise agreed to by the parties and will render a final and binding decision within thirty (30) business days following the close of the hearing unless additional time is agreed to by the parties. The decision or award of the arbitrator shall be final and binding upon the University, AFSCME, and the grievant.

Note: An extension may be requested due to extenuating circumstances. The University and the complainant must mutually agree to the extension.
I have read and understand the Grievance and Arbitration Article. I understand that the filing of a grievance constitutes a waiver of any of my rights to judicial or administrative review, pursuant to Chapter 120, Florida Statutes, or to the review of such actions under other University procedures available to address such matters. This form is in accordance with the Grievance and Arbitration Article of the FIU BOT/AFSCME Bargaining Agreement.

Signature of Grievant(s)  Date

As the AFSCME representative, I have the authority to sign this grievance on behalf of the grievant.

Signature of AFSCME Representative on behalf of the Grievant

Print name

Date

NOTE: The grievance will not be processed unless signed by the grievant(s).

Attach all supporting documentation.
1. Original grievance form provided to management
2. Written Response of the Step 1 Decision, if any
3. All attachments to Step 1 Decision
4. Grievance provided to Human Resources (Step 2 Form)
5. Written Response of the Step 2 Decision, if any
6. All attachments to Step 2 Decision
This notice should be sent to:

Florida International University
Division of Human Resources
Employee & Labor Relations
11200 SW 8th Street, PC 236
Miami, FL 33199

Note: In the event that any language contained in this form conflicts with the FIU-BOT/AFSCME Collective Bargaining Agreement and/or University policies, the FIU-BOT/AFSCME Collective Bargaining Agreement and/or University policy language controls.