MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (MOU) is voluntarily entered into this ____ day of September, 2013, between FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES (FIU BOT) and the AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO, COUNCIL 79 (AFSCME) as follows:

WHEREAS, FIU BOT and AFSCME have entered into a ratified collective bargaining agreement covering the period of 2013 to 2016 (the FIU BOT/AFSCME CBA); and

WHEREAS, FIU BOT has paid a portion of the wages described in the FIU BOT/AFSMCE CBA Section 9.1(a) on September 6, 2013; and

WHEREAS, FIU BOT wishes to recognize and reward its AFSCME employees by giving them the same compensation package for fiscal 2013-2014 as provided to other Florida International University employees.

THEREFORE, FIU BOT and AFSCME understand and mutually agree as follows:

1. To amend Section 9.4(a) and (b) of the FIU BOT/AFSCME CBA by deleting the previously agreed upon provision providing for a legislative credit to be applied to the across-the-board increase and bonus for fiscal year 2013-2014 as more fully described in the attached Appendix A. All other legislative credit provisions shall remain in effect.

2. That neither party will be under an obligation to reopen any Article of the FIU BOT/AFSCME CBA during the pendency of the 2013-2016 FIU BOT/ AFSCME CBA; and

3. That the changes for the across-the-board raises to the FIU BOT/AFSCME CBA and payment schedule will become effective as set forth below:

<table>
<thead>
<tr>
<th>EMPLOYEES EARNING</th>
<th>BALANCE OF THE WAGE DESCRIBED IN SECTION 9.1(a)</th>
<th>EFFECTIVE DATE</th>
<th>PAY DATE</th>
<th>REASON FOR PAYMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>$40,000 or less</td>
<td>$1,400</td>
<td>August 19, 2013</td>
<td>October 4, 2013</td>
<td>Fulfills 9.1(a) of the FIU BOT/AFSCME CBA</td>
</tr>
<tr>
<td>More than $40,000 and up to $80,000 or less</td>
<td>$1,000</td>
<td>August 19, 2013</td>
<td>October 4, 2013</td>
<td>Fulfills 9.1(a) of the FIU BOT/AFSCME CBA</td>
</tr>
<tr>
<td>More than $80,000</td>
<td>2.5%</td>
<td>August 19, 2013</td>
<td>October 4, 2013</td>
<td>Fulfills 9.1(a) of the FIU BOT/AFSCME CBA</td>
</tr>
</tbody>
</table>
4. That the AFSCME unit members will receive the 2013/2014 Legislative increase in accordance with the payment schedule effective as set forth below:

<table>
<thead>
<tr>
<th>EMPLOYEES EARNING</th>
<th>AMOUNT</th>
<th>PAY DATE</th>
<th>REASON FOR PAYMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>$40,000 or less</td>
<td>$1,400</td>
<td>October 18, 2013</td>
<td>Fulfills the 2013-2014 legislative appropriation for across-the-board increases</td>
</tr>
<tr>
<td>More than $40,000</td>
<td>$1,000</td>
<td>October 18, 2013</td>
<td>Fulfills the 2013-2014 legislative appropriation for across-the-board increases</td>
</tr>
</tbody>
</table>

5. That, to be eligible for the legislative across-the-board increase, an employee must meet the performance standards of his/her position and must have been hired on or before June 30, 2013. If an ineligible employee achieves performance standards subsequent to the salary increase effective date but on or before the end of the fiscal year (2013-2014), the employee may receive the legislative across-the-board increase described above; however, such increase shall be effective on the date the employee becomes eligible and is not retroactive.

6. The parties further acknowledge and agree that the provisions of Section 9.1(b) will be processed in accordance with the FIU BOT/AFSCME CBA.

7. FIU BOT will provide, in addition, the bonus provided by and in accordance with the 2013-2014 Legislative Appropriation. Thirty-five percent (35%) of the AFSCME unit members will receive the $600 bonus in accordance with the plan established for the FIU BOT employees and as approved by the Florida Board of Governors.

8. All other provisions of the FIU BOT/AFSCME CBA not specifically referenced in this MOU shall remain unchanged and in effect as provided for in the CBA.

FIU BOT and AFSCME accept the above-stated terms and modifications to the FIU BOT/AFSCME CBA as mutually agreeable. The terms of this MOU shall not be used as precedence for any future collective bargaining negotiations between the parties.
IN WITNESS WHEREOF, the parties hereto have caused this MOU to be signed with their respective names by their respective representatives thereon to duly authorize.

FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES

[Signature]

Elizabeth Marston, Chief Negotiator

Date: 9/23/13

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, COUNCIL 79

[Signature]

Manny Anon, Chief Negotiator

Date: 9/23/13

David F. Cowart, AFSCME President

Date: 9/23/13
APPENDIX A

The following changes have been made to Sections 9.4(a) and (b) as denoted by the stricken language:

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.