

**MEMORANDUM OF UNDERSTANDING BETWEEN THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES AND THE DADE COUNTY POLICE BENEVOLENT ASSOCIATION LAW
ENFORCEMENT LIEUTENANTS BARGAINING UNIT**

This MEMORANDUM OF UNDERSTANDING (MOU) is voluntarily entered into this days of ~~January~~ ^{February}, 2016 between FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES (FIU BOT) and the DADE COUNTY POLICE BENEVOLENT ASSOCIATION LIEUTENANTS LAW ENFORCEMENT BARGAINING UNIT (PBA Lts) as follows:

WHEREAS, FIU BOT and the PBA Lts have jointly ratified a collective bargaining agreement covering the period of July 1, 2015 to June 30, 2018 (PBA Lts 2015-2018 CBA);

WHEREAS, FIU BOT and the PBA have tentatively agreed to a wage package for the PBA rank and file bargaining members which is different from that agreed to for the PBA Lts;

WHEREAS, the FIU BOT wishes to have wage parity for the PBA Lts and PBA rank and file by amending the wage package previously jointly ratified by the FIU BOT and PBA Lts; and

WHEREAS, the FIU BOT wishes to make the changes to the PBA Lts wage article effective as of the date that the FIU BOT and PBA rank and file jointly ratify their collective bargaining agreement.

THEREFORE, FIU BOT and the PBA Lts understand and mutually agrees as follows:

1. When there is joint ratification of the FIU BOT/PBA rank and file collective bargaining agreement, the parties agree to modify the FIU Lts 2015-2018 CBA by substituting the existing General Wage Increases section contained in article 10.1 with the following language:

1.1 General Wage Increases.

A. Upon Joint Ratification.

- i. Definitions.
 - 1) "Current PEP" means the Performance Excellence Process form completed for the bargaining unit employee for the fiscal year prior to the payment of the applicable wage payment as described in the subsequent subparagraphs.
 - 2) "Joint Ratification" means the date that the FIU BOT and PBA rank and file collective bargaining agreement has been ratified by both parties.
- ii. Upon Joint Ratification, each eligible bargaining unit employee shall receive a wage increase of two per (2%) in addition to what was given to them on upon joint ratification of the PBA Lts 2015-2018 CBA on September 10, 2015. This wage increase will be a market adjustment to their base rate of pay (without including pay supplements, such as shift differentials). To be eligible, the employee must be employed on or before the date of Joint Ratification. Eligible employees must have successfully passed their probationary period as a new employee and must be meeting performance standards/expectations at the time of the Joint Ratification. If an employee has a Current PEP of "Unsatisfactory or Needs Improvement" in effect on the date of Joint Ratification, the employee shall not receive the wage increase.

The increase will be paid on the first full pay period following Joint Ratification. Employees that have not passed their probationary period as a new employee at the time of Joint Ratification will receive this wage increase in the first full pay period after they pass their probationary period as a new employee.

- A. **Fiscal Year 2016-2017.** For fiscal year 2016-2017, each eligible bargaining unit employee shall receive a wage increase of five percent (5%) as an across-the-board increase to the base rate of pay (not including pay supplements, such as shift differentials). Eligible employees shall have successfully passed their probationary period as a new employee and are meeting performance standards/expectations. If an employee has a current Performance Excellence Process (PEP) of "Unsatisfactory or Needs Improvement" in effect on the date of the across-the-board increase, the employee will not be eligible to receive the across-the-board increase. To be eligible, the employee must have been employed by the University on or before June 30, 2016. The increase should be effective on the first full pay period in July 2016. Employees that have not passed their probationary period as a new employee as of June 30, 2016 will receive this wage increase in the first full pay period after they pass their probationary period as a new employee.
- B. **Fiscal Year 2017-2018.** For fiscal year 2017-2018, each eligible bargaining unit employee shall receive a wage increase of three percent (3%) as an across the board increase to the base rate of pay (not including pay supplements, such as shift differentials). Eligible employees shall have successfully passed their initial probationary period as a new employee and are meeting performance standards/ expectations. If an employee has a Current PEP of "Unsatisfactory or Needs Improvement" in effect on the date of the across-the-board increase, the employee will not be eligible to receive the across-the-board increase. To be eligible, the employee must have been employed by the University on or before June 30, 2017. Employees that have not passed their probationary period as a new employee as of June 30, 2017 will receive this wage increase in the first full pay period after they pass their probationary period as a new employee.

For the fiscal year 2017-2018, if the United Faculty of Florida and the FIU Board of Trustees enters into a jointly ratified collective bargaining agreement (UFF/FIU CBA) which provides a base salary increase of more than three percent (3%), each eligible bargaining unit employee will receive an amount equivalent to the amount provided in the UFF/FIU CBA but not less than the three percent (3%) as described above in this subparagraph. The increase provided to the bargaining unit employee as a result of the UFF/FIU BOT is not additive. For example, if UFF/FIU CBA provides for an increase of 3.5%, each bargaining unit employee will receive only the 0.5% increase. If the UFF/FIU BOT CBA provides for an increase of less than three percent (3%), each eligible employee bargaining unit will receive the three percent (3%) as described above in this subparagraph. Such increase will be paid on the first full pay period following the Joint Ratification of the UFF BOT/CBA or the first full pay period in July 2017, whichever is later.

2. All other provisions of the PBA LTs 2015-2018 CBA not specifically reference in this MOU remain unchanged and in effect as provided for the PBA Lts 2015-2018 CBA.

The terms of this MOU shall not be used as precedence for any future collective bargaining negotiations with the parties.

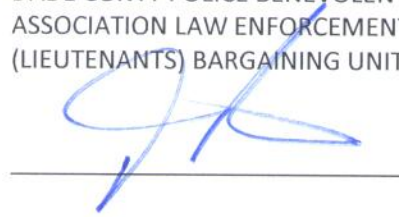
IN WITNESS WHEREOF, the parties have caused this MEMORANDUM OF UNDERSTANDING to be signed with their respective names by their respective representatives thereon to duly authorize.

FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES

DADE COUNTY POLICE BENEVOLENT
ASSOCIATION LAW ENFORCEMENT
(LIEUTENANTS) BARGAINING UNIT



DATE: _____

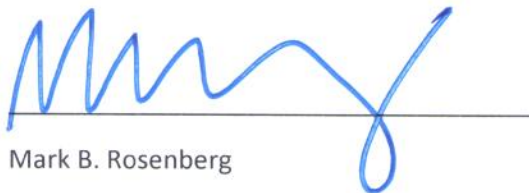


DATE: _____



Claudia Puig

Chair



Mark B. Rosenberg

President