



FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES
GOVERNANCE COMMITTEE

Zoom Meeting

Public access via <http://webcast.fiu.edu/>

Thursday, December 3, 2020

11:00 AM

or

Upon Adjournment of Previous Meeting

Chair: Dean C. Colson, *Board Chair*

Vice Chair: Roger Tovar, *Board Vice Chair*

Members: Leonard Boord, Gerald C. Grant, Jr., Natasha Lowell, Claudia Puig

AGENDA

- | | |
|--|--------------------|
| 1. Call to Order and Chair's Remarks | Dean C. Colson |
| 2. Approval of Minutes | Dean C. Colson |
| 3. Action Items | |
| G1. Direct Support Organizations Board Appointment | Howard R. Lipman |
| G2. Ratification of the 2020-2023 Collective Bargaining Agreement between the FIU Board of Trustees and the Florida Nurses Association, Office and Professional Employees International Union, Local 713, AFL-CIO* | Kenneth A. Jessell |
| 4. New Business (<i>If Any</i>) | Dean C. Colson |
| 5. Concluding Remarks and Adjournment | Dean C. Colson |

**pending ratification by the Florida Nurses Association, Office and Professional Employees International Union, Local 713, AFL-CIO*

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FIU Board of Trustees Governance Committee Meeting

Time: December 03, 2020 11:00 AM - 11:30 AM EST

Location: Zoom

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	<i>*pending ratification by the Florida Nurses Association, Office and Professional Employees International Union, Local 713, AFL-CIO</i>		
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4.	New Business (If Any)	Dean C. Colson	
5.	Concluding Remarks and Adjournment	Dean C. Colson	

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**THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES
Governance Committee**

December 3, 2020

Subject: Approval of Minutes of Meeting held September 9, 2020

Proposed Committee Action:

Approval of Minutes of the Governance Committee meeting held on September 9, 2020 via Zoom.

Background Information:

Committee members will review and approve the Minutes of the Governance Committee meeting held on September 9, 2020 via Zoom.

Supporting Documentation: Minutes: Governance Committee Meeting: September 9, 2020

Facilitator/Presenter: Dean C. Colson, *Governance Committee Chair*

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FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES
GOVERNANCE COMMITTEE
MINUTES
SEPTEMBER 9, 2020

1. Call to Order and Chair's Remarks

The Florida International University Board of Trustees' Governance Committee meeting was called to order by Board Chair Dean C. Colson on Wednesday, September 9, 2020 at 11:07 a.m. via Zoom.

General Counsel Carlos B. Castillo conducted roll call of the Governance Committee members and verified a quorum. Present were Trustees Dean C. Colson, *Board Chair*; Roger Tovar, *Board Vice Chair*; Leonard Board; Gerald C. Grant, Jr.; Natasha Lowell; and Claudia Puig.

Trustees Cesar L. Alvarez, Jose J. Armas, Gene Prescott, Joerg Reinhold, Marc D. Sarnoff, and Alexandra Valdes and University President Mark B. Rosenberg were also in attendance.

2. Approval of Minutes

Board Chair Colson asked if there were any additions or corrections to the minutes of the Governance Committee meetings held on June 16, 2020 and July 23, 2020. A motion was made and unanimously passed to approve the minutes of the Governance Committee meetings held on June 16, 2020 and July 23, 2020.

3. Action Items

G1. Updated Exclusion Resolution

Provost and Executive Vice President Kenneth G. Furton presented the updated Exclusion Resolution for Committee review. He explained that an update to the Exclusion Resolution is needed in order to reflect the current composition of the FIU Board of Trustees. He pointed out that, as is noted in the proposed Resolution, FIU has entered into contractual obligations with agencies of the United States government, including contractual obligations requiring security clearance and that current Department of Defense (DoD) policy requires that the Chair of the FIU Board of Trustees and all FIU principal officers meet the personnel clearance requirements established for the level of the University's security clearance. He indicated that said DoD policy permits the exclusion from the personnel security clearance requirement of members of the Board of Trustees and other officers, provided that the Board adopts a resolution stating that such Board members and officers designated by name are effectively excluded from access to all classified information.

Provost Furton commented that the composition of the FIU Board of Trustees has changed since the adoption of the last Exclusion Resolution in that the term of Sabrina L. Rosell ended, and Alexandra Valdes is now serving as the President of the Student Government Council at the Modesto A. Maidique Campus. He remarked that the updated Exclusion Resolution also reflects that the Chair of the Board now is Trustee Dean C. Colson and the Vice Chair is Trustee Roger Tovar. Thus, an update to the Exclusion Resolution is needed.

A motion was made and unanimously passed that the FIU Board of Trustees Governance Committee recommend that the FIU Board of Trustees adopt a Resolution that updates the exclusion of the named members of the FIU Board of Trustees from the requirements for a personnel security clearance.

G2. 2020 Florida Educational Equity Act Report

Director for Inclusion, Diversity, Equity, and Access and Title IX Coordinator, Shirlyon J. McWhorter presented the 2020 Florida Educational Equity Act Report for Committee review, explaining that the Report is comprised of five areas: academic program reviews; gender equity; employment representation; policies and procedures; and intercollegiate athletics. She reported on the University's performance in various areas. In terms of undergraduate participation, she commented that in Fall 2019, 88% of the full-time First-Time-In-College students (FTICs) at FIU were underrepresented minorities and that in Fall 2018, 87.1% of the full-time FTICs were underrepresented minorities. She pointed out that FIU exceeds the State University System average of 37% underrepresented full-time FTIC minority students. Ms. McWhorter remarked that 62.2% of master's degrees were awarded to female students, that there was an 8.5% increase in master's degrees awarded to Black female students, and that as a continuing trend, Hispanic students were awarded the largest number of master's degrees. She indicated that a total of 215 doctoral degrees were conferred during the reporting period, representing a 7% increase from the prior year and that a majority of doctoral degrees were awarded to Non-Resident Aliens, a continuing trend from the previous three academic years despite a 3% decrease from AY 2017-2018. Further commenting on doctoral degrees awarded, she added that there was an increase in the representation of Hispanic students, from 17% in the prior year to 21%, and that there was a decrease in the representation of Black students, from 8% in the prior year to 5%.

Ms. McWhorter indicated that there is a 3.82% gap between the participation rates of female student-athletes and male student-athletes compared to their respective enrollment rates, adding that this a program-low gap and has decreased significantly from prior years. She described employment representation in that the total amount of tenured female faculty increased by 8% between Fall 2018 and Fall 2019, that female faculty make up 32% of all tenured faculty, and that the University experienced a decline of retained Black tenured faculty by 4% since the last report as a result of one less Black tenured faculty member than the prior year. Ms. McWhorter remarked that FIU was named a "Great College to Work For" in 2019 by The Great Colleges to Work For program and that FIU was recognized for creating an exceptional work environment with Honor Roll status. She pointed out that FIU is one of only two universities in the nation and the only one in Florida to earn recognition in all 12 categories of the survey. She commented that this is the fifth time that the University has been recognized and the second time that FIU received recognition in all 12 categories.

Trustee Cesar L. Alvarez raised a question about the statistical information related to Hispanics. Ms. McWhorter responded that such information could be reviewed further, but that for purposes of this report, and what the Board of Governors requested, the information was accurate.

In terms of African American representation, Board Chair Colson commented on the importance of addressing issues relating to decreases in doctoral degrees awarded and tenured faculty.

A motion was made and unanimously passed that the FIU Board of Trustees Governance Committee recommend that the Florida International University Board of Trustees approve the 2020 Florida Educational Equity Act Report.

4. New Business

No new business was raised.

5. Concluding Remarks and Adjournment

With no other business, Board Chair Dean C. Colson adjourned the meeting of the Florida International University Board of Trustees Governance Committee on Wednesday, September 9, 2020 at 11:21 a.m.

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THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES
Governance Committee
December 3, 2020

Subject: Direct Support Organizations Board Appointment

Proposed Committee Action:

Recommend that the Florida International University Board of Trustees approve the appointment of the individual listed below and in the board materials, to the Florida International University Foundation, Inc. Board of Directors.

Background Information:

On October 23, 2020, the Board of Directors of the Florida International University Foundation, Inc., a direct support organization (“DSO”) of Florida International University (the “FIU Foundation”), appointed one (1) new director, identified below.

Accordingly, and as required by Regulation FIU-1502, the FIU Foundation is requesting that the FIU Board of Trustees approve the appointment of said individual to the FIU Foundation Board of Directors, as follows:

- New Director Appointment for initial one-year term (*FY 2020-2021*):
 - Walter Bueno Gonzalez Jr., Esq. ‘96

The Florida International University Board of Trustees (the BOT) approved amendments to Regulation FIU-1502, Direct Support Organizations, at its March 4, 2019 meeting. Pursuant to FIU-1502, the BOT shall approve all appointments to the governing body of each DSO, other than the BOT Chair’s representative(s) or the President or President’s designee.

Florida Board of Governors Regulation 9.011(9) University Direct Support Organizations and Health Services Support Organizations, provides, in relevant part, that the university board of trustees shall approve all appointments to any DSO board other than the chair’s representative(s) or the president or president’s designee.

Florida Statute 1004.28(3) Direct-support organizations; use of property; board of directors; activities; audit; facilities, provides, in relevant part, that “the university board of trustees shall approve all appointments to any direct-support organization...” other than the BOT Chair’s representative(s) or the President or President’s designee.

Supporting Documentation: Biography: FIU Foundation, Inc. Board of Directors appointment

Facilitator/Presenter: Howard R. Lipman

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Walter Bueno Gonzalez Jr., Esq. '96



Walter Bueno Gonzalez Jr., Esq. '96 is founder and president of GOJA. An entrepreneur through and through, he built the company from the ground up more than 11 years ago by applying his mixed expertise in accounting, law, and finance to make GOJA one of the largest and fastest growing Amazon and marketplace sellers in the world. That experience has helped GOJA evolve from an ecommerce retailer into product and software development. His vision was to develop the CPG company of the future, able to capitalize on the Amazon dominated landscape, and today GOJA is that company.

He holds a dual bachelor's degree in Finance and International Business from Florida International University and a Law degree from The George Washington University School of Law. He resides in Miami with his family.

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**THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES
Governance Committee**

December 3, 2020

Subject: Ratification of the 2020-2023 Collective Bargaining Agreement Between the Florida International University Board of Trustees and the Florida Nurses Association, Office and Professional Employees International Union, Local 713, AFL-CIO (Local 713)*

Proposed Committee Action:

Recommend that the Florida International University Board of Trustees ratify the 2020-2023 Collective Bargaining Agreement between the Florida International University Board of Trustees (BOT) and the Florida Nurses Association, Office & Professional Employees International Union, Local 713, AFL-CIO (Local 713).

Background Information:

Representatives of the BOT and LOCAL 713 have engaged in collective bargaining and reached a tentative agreement on the terms of the articles and policies of the 2020-2023 BOT-LOCAL 713 Collective Bargaining Agreement. Both parties agreed to wages increases and other minor edits (see attached Term Sheet) to the current agreement for 2020-2023 term. The FNA unit is scheduled to hold a vote on November 30, 2020 for ratification.

Florida Board of Governors Regulation 1.001(5)(b) provides that each board of trustees shall act as the sole public employer with regard to all public employees of its university for the purposes of collective bargaining, and shall serve as the legislative body for the resolution of impasses with regard to collective bargaining matters.

Supporting Documentation: Term Sheet

Proposed 2020-2023 New Collective Bargaining Agreement between the Florida International University Board of Trustees and the Florida Nurses Association, Office & Professional Employees International Union, Local 713, AFL-CIO (Local 713)

Facilitator/Presenter: Kenneth A. Jessell

**pending ratification by the Florida Nurses Association, Office and Professional Employees International Union, Local 713, AFL-CIO*

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Florida Nurses Association, Office & Professional Employees International Union, Local 713,
AFL-CIO (Local 713) Collective Bargaining

Term: 2020-2023

Wages

Fiscal Year 2020-2021:

All eligible bargaining unit employees will receive a one-time bonus of \$750.000 or 1% whichever is greater to be paid on the first full pay period following ratification.

Fiscal Year 2021-2022

Parties agreed to a Wage re-opener.

Fiscal Year 2022-2023:

Parties agreed to a Wage re-opener.

Date of Union Ratification: Scheduled for November 30, 2020

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Pending ratification by FNA (Local 713) on November 30, 2020

**THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF
TRUSTEES**

And

**FLORIDA NURSES ASSOCIATION, OFFICE &
PROFESSIONAL EMPLOYEES INTERNATIONAL UNION,
LOCAL 713, AFL-CIO (LOCAL 713)**

COLLECTIVE BARGAINING AGREEMENT

~~2017-2020~~

2020-2023

Pending ratification by FNA (Local 713) on November 30, 2020

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Pending ratification by FNA (Local 713) on November 30, 2020

PREAMBLE

THIS AGREEMENT is between The Florida International University Board of Trustees (FIU/BOT, FIU, Board, or the University) and the Florida Nurses Association, Office & Professional Employees International Union, Local 713, AFL-CIO (FNA Local 713, FNA, the union) representing the employees in the Bargaining Unit. It is recognized by the University and the FNA Local 713 that the public policy of the State and the purpose of Part II, Chapter 447, Florida Statutes, is to provide statutory implementation of Section 6, Article 1 of the Constitution of the State of Florida, and to promote harmonious and cooperative relationships between public employers and its employees, both collectively and individually, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of the public employer. It is further recognized by the University and the FNA that terms and conditions of employment of employees are contained in this Agreement and in the University's employee regulations, policies, procedures, and manuals.

Further, this Agreement defines the University's obligations to the Union and members of the bargaining unit, thus avoiding disputes due to misunderstandings, and provides a procedure for the resolution of any claims that the Agreement has been violated.

Finally, both parties recognize that this Preamble is a statement of intent and, therefore, not subject to the grievance procedure as outlined in Article 4.

Pending ratification by FNA (Local 713) on November 30, 2020

ARTICLE 1 RECOGNITION

1.1 Florida International University recognizes the Florida Nurses Association, Office & Professional Employees International Union, Local 713, AFL-CIO as the exclusive collective bargaining representative of the bargaining unit certified by the Public Employees Relations Commission in Case No. RC-2013-013 to consist of the following:

1.2 All full-time and regularly scheduled part-time employees in the Student Health Services occupying positions in classifications which meet the requirements of a "professional employee" as set forth in Section 447.203(13), Florida Statutes (2003), and who are in a class code and class title as follows: 5290 Registered Nurse; 5292 Senior Registered Nurse; 5294 Registered Nurse Specialist; 5297 Advanced Registered Nurse Practitioner; 5306 Registered Nurse Supervisor; 5308 Senior Registered Nurse Supervisor; 5312 Senior Registered Nurse Specialist; and 5252 Senior Advanced Registered Nurse Practitioner.

1.3 This Agreement specifically excludes employees in positions designated as managerial, confidential, temporary, or emergency status, and all persons paid from other personnel services (OPS) (now referred to as "temporary") funds and all supervisors, guards and all other employees.

1.4 FIU will not be called upon to recognize the FNA as agent for any of its employees other than those included in the certified unit mentioned above, in the absence of a new PERC certification. When any new job classification is created, FIU will notify the Union. Any dispute as to an individual employee's status or any new classification status as being included or excluded from the bargaining unit will be resolvable through normal legal procedures, and not through the contractual grievance procedure.

ARTICLE 2 DEFINITIONS

The terms used in this Agreement are defined as follows:

- "Administration" means Florida International University acting through its President and staff.
- "Bargaining unit" means those employees, collectively, represented for collective bargaining purposes by the FNA pursuant to Florida Public Employees Relations Commission Certification Case No. RC-2013.
- "Board," "BOT," or "Board of Trustees" means the body established to govern Florida International University by Article 9, Section 7 of the Florida Constitution, acting through the President and staff.
- "Days" means calendar days, excluding any day observed as a State/University holiday unless otherwise noted.

Pending ratification by FNA (Local 713) on November 30, 2020

- “Employee” means a member of the bargaining unit as it is described in Article 1.
- “Executive Director of FNA Local 713” means the designated individual who serves as the Executive Director of FNA Local 713 and his/her representative.
- “FNA Employee Representative” means an employee who has been designated by FNA to investigate grievances and to represent grievant(s) at Step 1 when FNA Local 713 has been selected as the employee’s representative.
- “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.
- “Grievant” means an employee or group of employees who has/have filed a grievance in a dispute over a provision of the Agreement which confers upon the employee. FNA may file a grievance in a dispute over a provision of this Agreement that confers rights upon FNA.
- “Position” means a position in a classification included in a bargaining unit described in Article 1.
- “President” means the President of FIU or his/her representative.
- "Supervisor" means an individual identified by the President as having immediate administrative authority over bargaining unit employees.
- "University" or “FIU” means Florida International University Board of Trustees, acting through the President and staff.

ARTICLE 3

EMPLOYEE REPRESENTATION AND FNA LOCAL 713 ACTIVITIES

3.1 Designation and Selection of Representatives - The Executive Director of FNA Local 713 shall annually furnish to the Vice President for Human Resources or designee, no later than July 1, a list of FNA Local 713 Employee Representatives and FNA Local 713 Staff Representatives who are designated to assist in processing grievances. This list shall include the class title and the name of each FNA Local 713 Employee Representative and the address and telephone number of the FNA Local 713 Staff Representatives. FIU will not recognize any person as an FNA Employee Representative or FNA Local 713 Staff Representative whose name does not appear on the list. Changes in these representatives may be made by written notice to the University. No more than ~~two (2)~~ three (3) employees may be designated as FNA Local 713 Employee Representatives.

3.2 Representative Access - FNA Local 713 Staff Representatives shall have access to the premises of the University in accordance with policies regarding public access to State property and may request access to premises not available to the public under University policies. Such requests shall be made to

Pending ratification by FNA (Local 713) on November 30, 2020

Office of Employee & Labor Relations (ELR) and indicate the premises to be visited, the employees with whom the representative wishes to speak, the grievance being investigated, and the approximate length of time the representative will require such access. Permission for such access for the purpose of investigating an employee's grievance shall not be unreasonably denied and shall be limited to the working hours of the employee with whom the representative wishes to speak. Such access and investigation shall not impede University operations. FNA 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 FNA Local 713 Employee Representatives to discuss matters pertinent to the implementation or administration of this Agreement, University actions affecting terms and conditions of employment or any other mutually agreeable matters. The meetings shall be held on a mutually convenient date. The party requesting consultation shall submit a written list of agenda items no less than one (1) week in advance of the meeting. The other party may also submit a written list of agenda items in advance of the meeting if it wishes to discuss specific issues. The University and FNA 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. If a consultation meeting is held or requires reasonable travel time during the working hours of any employee participant, such participant shall be excused without loss of pay for that purpose. Attendance at a consultation meeting outside of regular working hours shall not be deemed time worked.

3.4 Bulletin Boards - Where official bulletin boards of the University are available in the student health centers, the University agrees to provide space on such bulletin boards for FNA use in accordance with University policy. The materials posted on the boards shall be related only to FNA matters and shall not contain anything reflecting adversely on the University or any of its officers or employees, nor shall any posted material violate or have the effect of violating any law, rule, or regulations. Posted materials must be dated and bear the signature of the FNA's authorized representative.

3.5 Agendas, Rules and Employee Information Provided - FIU shall provide FNA with the website address where it can view the agenda and approved minutes of meetings of the Board of Trustees.

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

3.7 The University shall provide FNA with the website address where it can view FIU employee regulations, policies and this collective bargaining agreement.

3.8 Negotiations - FNA agrees that all collective bargaining is to be conducted with FIU representatives designated for that purpose by the University. FNA Local 71 may designate in writing no more than two (2) employees to serve on its negotiation committee and no more than one (1) employee to serve as an alternate for a committee member who is unable to attend a negotiating session. The selection or attendance of any employee shall not impede the operations of the work unit.

3.9 Leave for Negotiating and Other FNA Activities

(a) Employees shall have the right to request use of accrued vacation leave, in writing, for the purpose of attending FNA conventions, FNA conferences, consultation meetings, and collective

Pending ratification by FNA (Local 713) on November 30, 2020

bargaining negotiation sessions. The use of such leave shall be governed by the same policy as any other vacation leave; provided, however, that the use of such leave shall not impede the operations or staffing of the University. When the request for vacation leave for the purposes of attending collective bargaining negotiation sessions or consultation meetings is denied, the supervisor shall provide such denial in writing.

(b) For each round of negotiations, administrative leave shall be granted to the FNA bargaining committee member for purpose of attending the negotiations. Committee members shall not be reimbursed by the University for travel, meals, lodging, or any other expense incurred in connection with attendance at the negotiating sessions.

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 this Article delineates the procedure for the resolution of grievances between the parties arising from any alleged violation of a specific term of this Agreement with the exception of Article 10 Training and Education, Article 11 Classification Review, Article 12 Internal Recruitment, Promotions, Demotions and Transfers, Article 13 Miscellaneous, Article 14 Performance Excellence Process, and Article 20 Maintenance of University Regulations and Polices which are not subject to the Grievance and Arbitration Procedure but shall be governed by the provisions of the Neutral, Internal Resolution of Policy Disputes.

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. Only the FNA Local 713 may file a request for arbitration as described in Step 3 of this Article.

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 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 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,

Pending ratification by FNA (Local 713) on November 30, 2020

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 stated, 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 fourteen (14) 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 in Appendix B) 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 FNA.) The supervisor shall communicate a decision in writing to the grievant within fourteen (14) 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 FNA may (upon request of the grievant) proceed to Step 2 by filing a fully executed Step 2 form which is attached in Appendix B. The Step 2 form must be filed with the Vice President of Human Resources or designee within fourteen (14) 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 twenty (20) 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 ten (10) 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 fourteen (14) days following the meeting. A copy of the decision shall be sent to the grievant, the grievant's representative and FNA (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.

Pending ratification by FNA (Local 713) on November 30, 2020

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 FNA may proceed to Step 3 by filing a fully executed Step 3 form which is attached in Appendix B. The Step 3 form must be filed with the Vice President of Human Resources or designee within twenty (20) days after receipt of the Step 2 decision by the FNA or when the answer was due in the Step 2 process. (The Step 3 form will be considered as filed if received by the Vice President of Human Resources or designee by the close of business on the last day that the form can be filed through an email, hand deliver, overnight delivery, facsimile, or U.S. mail.) The grievance may be withdrawn by the FNA 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:

(a) Within fourteen (14) days following the receipt of the Step 3 form, the Vice President of Human Resources or designee shall notify the American Arbitration Association (AAA) of the filing of the grievance and request a list of five (5) arbitrators sent to each party.

(b) 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 of the party's selection.

(c) The parties will select the arbitrator within fourteen (14) days after receipt of the list of arbitrators.

(2) Authority of the Arbitrator.

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

(b) 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.

(c) 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.

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(a) 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.

(b) 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.

(c) In rendering the 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.

(d) 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.

(e) The decision or award of the arbitrator shall be final and binding upon the University, FNA, 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 FNA 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. 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 FNA may abandon or settle a grievance.

B. The grievant or the FNA 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.

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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 FNA.

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 FNA against any grievant, any witness, any FNA 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

5.1

Bargaining unit 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 function; or shortage of work.

5.2 In the event of layoff, temporary employees (formerly referred to as OPS employees) within the same classification as the affected bargaining unit employees shall be laid off first, followed by bargaining unit employees on probation, in the inverse order of seniority. Remaining bargaining unit employees will be laid off in the inverse order of seniority.

5.3 "Seniority" will be defined as continuous service within the job code in which the layoff will occur. Temporary service (e.g., as an FIU OPS employee) held by a bargaining unit employee shall not be counted toward seniority.

5.4 If more than one bargaining unit employee has the same seniority, the following factors shall be considered to determine which bargaining unit employee will be laid off first:

- (a) Training, relevant experience and position (including certifications and academic degrees)
- (b) The nurse's overall performance/disciplinary record during the past 24 months.

5.5 The University shall notify FNA on the same day following the notification to the bargaining unit employee(s).

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5.6 The bargaining unit employee shall be given a notice period of four(4) weeks after one year of employment, plus two (2) weeks for every year thereafter, up to a maximum of twelve (12) as wages in lieu of notice.

5.7 As determined by FIU, layoffs may be confined to a department(s) or any other organizational subdivision of FIU.

5.8 The laid-off bargaining unit employee shall have recall right to the positions that the bargaining unit employee held prior to being laid off within the bargaining unit if the position is available and if that employee qualifies for that position. Recall rights are limited to one (1) year following the layoff. During this period, no new bargaining unit employee will be hired by the layoff unit for the position that the affected bargaining unit employee has previously held until the laid-off bargaining unit employee has been offered and rejected the recall. Should the bargaining unit employee that was laid-off reject the recall position, that person shall not be eligible for any future recall positions and shall have waived his/her recall right thereafter.

5.9 Any bargaining unit employee offered recall at his/her last known address must contact FIU and agree to return to work within twenty-one (21) calendar days or forfeit all recall rights.

ARTICLE 6 SAFETY

6.1 FIU shall make every reasonable effort to provide employees a safe and healthy working environment. FIU and FNA agree to work cooperatively toward reducing job-related injuries and workers' compensation costs by encouraging improved safety measures.

6.2 When an employee believes that a condition exists at the University which is a violation of an established health or safety rule, or which is a hazard to persons or property, such condition shall be reported immediately to the appropriate supervisor or supervisor's designee. The University shall investigate the report and respond to the employee in a timely manner.

6.3 Complaints which arise under this section shall be grievable, but only to Step 1 of the grievance procedure of Article 4.

ARTICLE 7 WAGES

7.1 Salary Increases for Fiscal Year ~~2017-2018~~2020-2021

(a) The Board shall provide all eligible bargaining unit employees a one-time bonus of \$750.00 or 1% whichever is greater ~~with a general across-the-board wage increase of two percent (2%). The bonus will be payable the first full pay period following joint ratification. —The increase shall be effective upon the date of joint ratification of the contract by the parties and payable on the first full pay period in October 2017. 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 ~~October 1, 2016,~~ on or before November 9, 2019 and

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continuously through the effective date of the salary action, and received an overall rating of “Fully Meets” (3) on ~~2016-2017~~2019-2020 Performance Excellence Process (PEP).

~~(b) The Board shall provide all bargaining unit employees with a one-time bonus of \$500.00 effective upon joint ratification and payable on the first full pay period following joint ratification.~~

~~(c) The Board shall provide a merit bonus from a pool equal to one (1%) percent of the base rate of pay of the bargaining unit member. Merit bonus shall be effective the first full pay period in December 2017. Merit bonus 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 December 1, 2016, continuously through the effective date of the salary action, and received an overall rating of Consistently Exceeds (4) or Far Exceeds (5) on the 2016-2017 PEP.~~

7.2 Salary Increases for Fiscal Year ~~2018-2019~~2021-2022

Both parties agreed to a wage reopener.

~~(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 payable on the first full pay period in October 2018. 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 October 1, 2017, continuously employed through the effective date of the salary action, and received an overall rating of “Fully Meets” (3) on 2017-2018 Performance Excellence Process (PEP).~~

~~(b) The Board shall provide a merit bonus from a pool equal to one (1%) percent of the base rate of pay of the bargaining unit member. Merit bonus shall be effective the first full pay period in December 2018. Merit bonus 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 December 1, 2017, continuously through the effective date of the salary action, and received an overall rating of Consistently Exceeds (4) or Far Exceeds (5) on the 2017-2018 PEP.~~

7.3 Salary Increases for Fiscal Year ~~2019-2020~~2022-2023

Both parties agreed to a wage reopener

~~(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 payable on the first full pay period in October 2019. 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 October 1, 2018, continuously through the effective date of the salary action, and received an overall rating of “Fully Meets” (3) on 2018-2019 Performance Excellence Process (PEP).~~

~~(b) The Board shall provide a merit bonus from a pool equal to one (1%) percent of the base rate of pay of the bargaining unit member. Merit bonus shall be effective the first full pay period in~~

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~~December 2019. Merit bonus 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 December 1, 2018, continuously through the effective date of the salary action, and received an overall rating of Consistently Exceeds (4) or Far Exceeds (5) on the 2018-2019 PEP.~~

7.4 Effect of Any Legislative Increases. Any wage increase or bonus provided by the Legislative appropriations for the ~~2017-2018~~2020-2021 fiscal year, ~~2018-2019~~2021-2022 fiscal year, or ~~2019-2020~~2022-2023 fiscal year shall count toward any salary increases described in 7.1, 7.2 or 7.3 respectively.

7.5 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.

7.6 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. The University agrees that it will meet and confer with FNA prior to the implementation of any such salary increases. FNA acknowledges that this meeting is not a requirement to bargain over the changes.

ARTICLE 8 DUES DEDUCTION

8.1 During the term of this Agreement, FIU will deduct FNA dues and other authorized deductions in an amount established by the FNA and certified in writing by FNA to FIU, from employee's pay for those employees who individually make such request on the deduction form provided by FNA included as Appendix A. Such deductions will be made by FIU when other payroll deductions are made and will begin with the paycheck for the first full pay period following receipt of the authorization card by the University.

8.2 FNA shall advise FIU of any increase in dues or other authorized deductions in writing at least thirty (30) days prior to its effective date.

8.3 This article applies only to the deduction of membership dues and shall not apply to the collection of any fines, penalties, or special assessments.

8.4 FIU will not be required to process Dues Deductions Authorization Forms that are: (1) incorrectly and/or incompletely filled out; (2) postdated; or (3) submitted to FIU more than sixty (60) days following the date of the employee's signature.

8.5 Deductions of dues and other authorized deductions shall be remitted exclusively to FNA by FIU within thirty (30) days after the deductions are made, or as soon as practical thereafter, along with a list containing the names of the employees from whom the remittance is made.

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8.6 In the event an employee's salary earnings within any pay period are not sufficient to cover dues and any other authorized deductions, it will be the responsibility of FNA to collect its dues for that pay period directly from the employee.

8.7 Deductions for FNA dues and other authorized deductions shall continue until either: (1) revoked by the employee by providing FIU and FNA with thirty (30) days' written notice that the employee is terminating the prior deduction authorization; (2) revoked pursuant to Section 447.507 Florida Statutes; (3) the termination of employment; or (4) the transfer, promotion, or demotion of the employee out of this bargaining unit. If these deductions are continued when any of the above situations occur, FNA shall, upon notice of the error, reimburse the employee for the deductions that were improperly withheld.

8.8 FNA shall indemnify, defend, and hold FIU, the Florida Board of Governors, the State of Florida, and its officers, officials, agents, and employees harmless against any claim, demand, suit, or liability (monetary or otherwise), and for all legal costs arising from any action taken or not taken by FIU, or other officials, agents, and employees in complying with this Article. FNA shall promptly refund to FIU any funds received in accordance with this Article which are in excess of the amount of dues and other authorized deductions which FIU has agreed to deduct.

ARTICLE 9 REPLACEMENT OF PERSONAL PROPERTY

9.1 Policy.

A. An employee, while on duty and acting within the scope of employment, who suffers damage or destruction of the employee's watch or prescription eye wear, or such other items of personal property as have been given prior approval by the University as being required by the employee to adequately perform the duties of the position, will be reimbursed as provided herein.

B. A Student Health incident report must be filed with the Director of Student Health Services or designee detailing the circumstances under which such property was damaged or destroyed.

9.2 Specific Reimbursement Allowances and Approvals.

A. The University shall authorize reimbursement for repair or replacement of such property, not to exceed the following amounts:

1. Watch - \$75;
2. Prescription eye wear - \$200 (including any required examination);
3. Other Items - The Director of Student Health Services or designee shall have final authority to determine the reimbursement value of any items other than watches or prescription eye wear; and
4. Total allowable per incident - \$500.

B. Such reimbursement shall be with the approval of the Director of Student Health Services shall not be unreasonably withheld.

ARTICLE 10

Pending ratification by FNA (Local 713) on November 30, 2020

TRAINING AND EDUCATION

10.1 Staff Development Funding

A. Staff development provides opportunities for all employees to maintain and advance their skills and knowledge as it pertains to the performance of their job duties and employment with the Student Health Center.

B. Programs which are only partially applicable to an employee's duties and responsibilities may be considered for staff development.

C. Directed attendance.

1. Occurs when an employee is instructed to attend a developmental/educational function to enhance job performance.
2. Occurs when an employee requires additional training/education because he/she has been assigned new duties and responsibilities.
3. Expenses connected to directed attendance may not be considered staff development expenses and may not be deducted from staff development allocations.
4. Directed attendance must be approved by the Director of Student Health Center or designee.

D. Allocation of Resources. The University will allocate Ten Thousand Dollars (\$10,000) ~~per fiscal year for each year for the term of this Agreement~~ for the fiscal year 2020-2021; Ten Thousand Dollars (\$10,000) for fiscal year 2021-2022; and Twelve Thousand Five Hundred Dollars (\$12,500) for fiscal year 2022-2023 to be used for staff professional development with the allocation of such funds to be used first for professional development that will directly enhance the skills and knowledge of the employee's performance of his/her job duties. The Director of Student Health Services or designee will make the allocations among the employees in an equitable manner. Priority will be given to those employees who are presenting or receiving an award at the seminar/conference. In the event that an employee is granted permission to attend a professional development seminar/conference but cannot do so for whatever reason, any refund of funds already committed to such seminar/conference will be returned to the pool to be reallocated during that fiscal year. Any unused monies allocated at the end of the fiscal year will not be carried forward.

E. If training is required by the employer, it will be funded by the University which funding will not be deducted from the allocated resources described in 10.1D.

10.2 On-line Courses. An employee may be granted time worked to participate in on-line courses for either professional education or staff development under the Learning Opportunities Policy. Such participation must be requested by the employee at least fourteen (14) days in advance to allow for scheduling of the workforce. If approved by the Director of Student Health Services or designee, such time shall count towards the allowable days of time worked for professional education and staff development under this policy.

Dispute Resolution Process:

The parties agree that Article 4 – Grievance and Arbitration Procedure is not applicable to a dispute pertaining to Article 10. Rather, the Neutral, Internal Resolution of Policy Disputes shall apply to and govern such disputes.

ARTICLE 11 CLASSIFICATION REVIEW

Pending ratification by FNA (Local 713) on November 30, 2020

Purpose:

To provide a means for management to address changes in a position classification

Policy:

Classification Review:

When the University determines that a revision of a class specification for bargaining unit positions is needed, and such revision affects the collective bargaining unit designation, it shall notify FNA in writing of the proposed change. FNA shall notify the Vice President for Human Resources or designee, in writing, within fifteen (15) days of receipt of the proposed changes, of any comments it has concerning the proposed changes or of its desire to discuss the proposed changes before submitting to the Florida Public Employment Relations Commission (PERC).

Work in a Higher Classification:

An employee who is designated by the appropriate supervisor to perform temporarily a major portion of duties of a position in a higher classification than the employee's current classification shall be eligible for a pay increase for the period of time such duties are assigned, provided that such duties are performed for a period of more than twenty-two (22) working days within any six (6) consecutive months.

Dispute Resolution Process:

The parties agree that Article 4 – Grievance and Arbitration Procedure is not applicable to a dispute pertaining to Article 11. Rather, the Neutral, Internal Resolution of Policy Disputes shall apply to and govern such disputes.

ARTICLE 12 Recruitment & Selection

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

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

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

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Commitment to EEO/AA and Diversity

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

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

The following career-pathing opportunities encompass the methods by which employees may move from one position to another:

Promotion

The upward mobility of an employee from one position to another position having a greater degree of responsibility and a higher salary range maximum

A promotion can be within the same division/department or from one division/department to another.

An employee being promoted will have his/her salary set in accordance with FIU's Compensation Guidelines.

Demotion

Demotion occurs when higher functioning duties are permanently removed resulting in a lower level position and a reduction in pay.

A demotion can be voluntary or involuntary within the same division/department or from one division/department to another.

An employee being demoted will have his/her salary adjusted in accordance with FIU's Compensation /Guidelines.

Transfer

The lateral movement of an employee from a position in one class, to a different position within the same class or in a different class, having the same degree of responsibility and the same salary range maximum. A transfer can be voluntary or involuntary. [FIU will provide, in writing to the employee, fourteen \(14\) days advanced notice. This provision will not apply to temporary coverage assignments; however, if the temporary assignment exceeds three \(3\) months, the employee will be provided the fourteen \(14\) days advanced notice before the transfer.](#)

An employee being transferred usually maintains their current salary.

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Dispute Resolution Process:

The parties agree that Article 4 – Grievance and Arbitration Procedure is not applicable to a dispute pertaining to Article 12. Rather, the Neutral, Internal Resolution of Policy Disputes shall apply to and govern such disputes.

ARTICLE 13 MISCELLANEOUS

13.1 The following links for University Policies and Regulations are incorporated herein by reference and attached hereto:

Regulations.fiu.edu

Policies.fiu.edu

- 1) FIU Regulation 103 The Non-Discrimination Policy and Discrimination Complaint Procedure
- 2) FIU Policy Number 1710.005 Access to Official Personnel Records
- 3) FIU Policy Number 1710.035 Bereavement Leave
- 4) FIU Policy Number 1710.050 Catastrophic Pool
- 5) FIU Policy Number 1710.060 Compressed Work Schedule
- 6) FIU Policy Number 1710.065 Compulsory Leave
- 7) FIU Policy Number 1710.103 Domestic Violence Leave
- 8) FIU Policy Number 1710.145 FMLA, Maternity/Paternity, and Medical Leave
- 9) FIU Policy Number 1710.165 Jury Duty and Court Appearances
- 10) FIU Policy Number 1710.180 Learning Opportunities
- 11) FIU Policy Number 1710.185 Leave Pending Investigation
- 12) FIU Policy Number 1710.200 Military Leave
- 13) FIU Policy Number 1710.245 Personal Leave of Absence without Pay
- 14) FIU Policy Number 1710.255 Political Participation
- 15) FIU Policy Number 1710.260 Professional Development Leave
- 16) FIU Policy Number 1710.295 Sick Leave
- 17) FIU Policy Number 1710.300 Sick Leave Pool
- 18) FIU Policy Number 1710.330 Vacation
- 19) FIU Policy Number 1710.038 Bonus Policy

13.2 Maintenance of Schedules

Work Schedule - Except in emergency situations, normal work schedules showing the employees' shifts, workdays, and hours will be posted on the SharePoint website or will be sent to the employees via email no less than ten (10) days in advance and will reflect at least a one (1) month schedule. With the prior written approval of the supervisor(s) and provided there is no penalty to the University, employees may agree to exchange days or shifts on a temporary basis.

13.3 Dispute Resolution Process:

The parties agree that Article 4 – Grievance and Arbitration Procedure is not applicable to a dispute pertaining to Article 13 and the policies and regulations referenced in Article 13. Rather, the Neutral, Internal Resolution of Policy Disputes shall apply to and govern such disputes.

ARTICLE 14

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Pending ratification by FNA (Local 713) on November 30, 2020

PERFORMANCE EXCELLENCE PROCESS (PEP)

Purpose:

To establish a Performance Excellence Process, (PEP), aligned with organizational objectives that provide consistent criteria for enhancing and assessing employee performance on an annual basis.

Policy:

PEP provides individual employees with an opportunity for the development of their potential, continued learning and career development.

In preparing the Performance Discussion Document, the supervisor/ manager may solicit feedback on the employee's performance from a variety of sources: peers/colleagues, direct reports, students and other constituents.

PEP is a year-round process which shall culminate in the annual Performance Discussion. Supervisors will be evaluated on whether the Performance Excellence Process was conducted annually for their subordinates.

Both supervisors and employees should attend mandatory training on the Performance Excellence Process. Employees will be annually evaluated using FIU's values core competencies and job specific competencies identified based on the functions of each individual position. An employee shall ordinarily be evaluated by his/her immediate supervisor in consultation with the second level supervisor. The immediate supervisor shall be held accountable for such evaluation. The immediate supervisor shall be the person regularly assigned to direct the work of the employee, or, if unavailable, the person appointed by the Department Head. The supervisor is responsible for the timely evaluation of the employee.

The employee shall be provided with information regarding the basis of the evaluation and shall, upon written request, be provided a copy of any documents which were considered and submitted to Human Resources in completing the evaluation.

The evaluation shall be discussed with the employee. The employee may prepare a written response which shall be attached to the evaluation and placed in the employee's personnel file.

Where an employee does not meet performance standards, the university may develop a performance improvement plan intended to correct performance deficiencies. Such employee shall be granted, upon written request, an opportunity to discuss with an administrator at the next higher level concerns regarding the evaluation.

An employee who is involuntarily demoted or dismissed based on an evaluation indicating the employee failed to meet performance standards may seek review under the Neutral Internal Resolution Process. The review shall be solely to determine whether the performance evaluation was done in an arbitrary or capricious manner. The neutral reviewer shall not substitute his/her judgments regarding an employee's performance for that of the evaluator.

Dispute Resolution Process:

Pending ratification by FNA (Local 713) on November 30, 2020

The parties agree that Article 4 – Grievance and Arbitration Procedure is not applicable to a dispute pertaining to Article 14. Rather, the Neutral, Internal Resolution of Policy Disputes shall apply to and govern such disputes.

ARTICLE 15 PREVAILING RIGHTS

All existing pay and benefits provisions contained in University personnel regulations or policies which are not specifically provided for or modified by this Agreement or the personnel regulations or policies referenced in Section 20.1 of this Agreement or otherwise provided to FNA during these collective bargaining negotiations shall be in effect during the term of this Agreement. As provided under Section 20.4, any claim by an employee or the FNA 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 the Neutral, Internal Resolution of Policy Disputes.

ARTICLE 16 MANAGEMENT RIGHTS

16.1 Each of the rights described below shall be vested exclusively in FIU subject only to such restrictions governing the exercise of these rights as expressly provided in this Agreement.

16.2 The management of personnel and the direction of the work force, including but not limited to the exclusive rights to determine whether all or any part of the operations covered by this Agreement shall commence, cease, continue, reduce or increase; to remove the operation or any part thereof to any location; to establish new jobs; to abolish or change existing jobs and to increase or decrease the number of jobs or employees; to change materials, processes, products, service, equipment, work schedules and methods of operation to introduce new materials, equipment, services or facilities; to assign work to be performed; to assign or reassign employees to shifts, increase or abolish shifts and rotate shifts; to require employees to work overtime; to establish and change hiring procedures; to set the work schedules; to transfer employees from job to job, shift to shift or campus to campus either on a permanent or temporary basis; to evaluate and direct the work of the employees covered by this Agreement; to maintain, enforce, rescind or change FIU or departmental policies, procedures, rules of conduct, orders, practices, and directives not inconsistent with this Agreement; to establish or change operational standards; to determine the services to be provided by FIU and its personnel; to lay off employees as provided in Article 5; to establish requirements for employment; to promote and demote employees; and to have complete authority to exercise those rights and powers incidental thereto, including the right to alter or vary past practices as FIU may determine to be necessary for its orderly and efficient operation. Each of the rights described above shall be vested exclusively in FIU, subject only to such restrictions governing the exercise of these rights as are expressly and specifically provided in this Agreement.

16.3 The University's failure to exercise any right hereby reserved to it or its exercising any right in a particular way shall not be deemed a waiver of its right to exercise such right, nor preclude FIU from exercising the same right in some other way not in conflict with the express provisions of this Agreement.

Pending ratification by FNA (Local 713) on November 30, 2020

16.4 If a civil emergency is declared under State law, the provisions of this Agreement may be suspended by FIU during the time of the declared emergency, provided that the wage rates and monetary fringe benefits shall not be suspended.

16.5 It is understood by the parties that every incidental duty connected with the operations enumerated in job descriptions is not always specifically described and employees, at the direction of management, may be required to perform other job-related duties not specifically contained in their job description.

16.6 The Union agrees that its members shall comply with all rules and regulations, including those relating to conduct and work performance.

16.7 The parties also recognize that pursuant to the Management Rights clause of this Agreement, FIU has the right to amend and modify its rules and to implement reasonable rules and regulations except as expressly provided in this Agreement.

Article 17 Totality of Agreement

17.1 FIU and FNA acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to present proposals with respect to any and all matters lawfully subject to collective bargaining, and that all of the understandings and agreements arrived at by FIU and FNA thereby are set forth in this Agreement between the parties for its duration.

17.2 FIU and FNA, 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.

17.3 Modifications. Nothing herein shall preclude FIU or FNA 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 regulations or policies attached to this Agreement or applicable to FNA members will be governed by Article 19.

ARTICLE 18 SAVINGS CLAUSE

If any provision of this Agreement should be rendered or declared invalid, unlawful, or not enforceable by any court action or by reason of any existing or subsequently enacted legislation; or if the appropriate governmental body having amendatory power to change a law, rule, or regulation which is in conflict with a provision of this Agreement, fails to enact or adopt an enabling amendment to make the provision effective, in accordance with Section 447.309(3), Florida Statutes; then such provision shall not be applicable, performed, or enforced, but the remaining parts or portions of this Agreement shall remain in full force and effect for the term of this Agreement.

Pending ratification by FNA (Local 713) on November 30, 2020

ARTICLE 19 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 [with wage reopeners \(Article 7\) in the fiscal years 2021-2022 and 2022-2023](#)

ARTICLE 20 MAINTENANCE OF UNIVERSITY REGULATIONS AND POLICIES

20.1 The parties agree that the following University policies, attached to the collective bargaining agreement, are incorporated by reference herein:

- [Permanent Status](#)
- [Disciplinary Actions](#)
- [Separation from Employment](#)
- [Neutral Internal Resolution Process](#)
- [Tuition Waiver](#)
- [Uniforms](#)

Further, FNA agrees to be bound by and abide by the University-wide policies listed at policies.fiu.edu.

20.2 An FNA-designated representative will be advised in writing of any changes in University personnel regulations or policies impacting terms and conditions of employment within fourteen (14) days prior to formal adoption. The University agrees that it will meet and confer with FNA fourteen (14) days prior to the implementation of the regulation or policies. FNA acknowledges that this meeting is not a requirement to bargain over the changes.

20.3 The University may not amend its current personnel regulations 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 regulations 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 FNA who may then request bargaining.

20.4 This Article (and any policy referenced in this Article) shall not be subject to the Agreement's Grievance and Arbitration procedure. No alleged violation of a University regulations or policy may be redressed through the Agreement's Grievance and Arbitration procedure. Any claim by a bargaining unit member or the FNA concerning the application of any Board or University regulation or policy shall be subject to the processes defined by Neutral, Internal Resolution of Policy Disputes.

Pending ratification by FNA (Local 713) on November 30, 2020

THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES

FLORIDA NURSES ASSOCIATION,
OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 713, AFL-CIO

Dean C. Colson, Chair
Chairman

Donald Slesnick
Chief Negotiator

Mark B. Rosenberg
University President
Affairs

John Berry
Director, Labor Relations & Government
Florida Nurses Association, OPEIU 713

Joann Cuesta-Gomez
Chief Negotiator

Raymundo Corrales, ARNP
Student Health Services

Liz Marston
Deputy General Counsel

Alesailec Figuerola, RN
Student Health Services

Kathleen Adams, Assistant Director
Student Health Services

Marisa Guerrero
Division of Human Resources

Date ratified by: _____
Florida Nurses Association, Office & Professional Employees International Union, Local 713,
AFL-CIO

Date ratified by: _____
The Florida International University Board of Trustees

Pending ratification by FNA (Local 713) on November 30, 2020

APPENDIX A – [LINK](#)

FLORIDA NURSES ASSOCIATION, OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL
713, AFL-CIO
DUES AUTHORIZATION FORM

Pending ratification by FNA (Local 713) on November 30, 2020

APPENDIX B

STEP 1 FORM

GRIEVANCE AND ARBITRATION PROCEDURE

FIU BOARD OF TRUSTEES & FNA

RECEIPT INFORMATION

This grievance was received and filed with the University 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: _____

Print Name/Signature: _____

Print Name of the Supervisor signing: _____

GRIEVANT INFORMATION

Employee

Name: _____ Department: _____

Office Phone#: _____ Division: _____

Panther ID: _____ E-Mail Address: _____

I will be represented in this grievance by (check one – representative must sign and print name on the appropriate line):

FNA _____

Myself _____

Other _____

Name: _____ Department: _____

Office Phone#: _____ Division: _____

Mailing Address: _____

Pending ratification by FNA (Local 713) on November 30, 2020

STATEMENT OF GRIEVANCE

The grievant shall present in writing his/her grievance to the appropriate Supervisor within fourteen (14) days of the occurrence and 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 fourteen (14) days from the date the grievance was presented to him/her. Failure of the Supervisor to respond timely shall be considered a denial of the grievance and shall entitle the grievant to 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, either prior to filing the grievance or while the grievance proceeding is in progress, 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/FNA Bargaining Agreement.

Signature of Grievant(s)

Date

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

Pending ratification by FNA (Local 713) on November 30, 2020

APPENDIX B

STEP 2 FORM

GRIEVANCE AND ARBITRATION PROCEDURE

FIU BOARD OF TRUSTEES & FNA

RECEIPT INFORMATION

This grievance was received and filed with the University 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: _____

Print Name/Signature: _____

Print Name of the Supervisor signing: _____

GRIEVANT INFORMATION

Grievant

Name: _____ Department: _____

Office Phone#: _____ Division: _____

Panther ID: _____ E-Mail Address: _____

I will be represented in this grievance by (check one – representative must sign and print name on the appropriate line):

FNA _____

Myself _____

Other _____

Name: _____ Department: _____

Office Phone#: _____ Division: _____

Mailing Address: _____

STATEMENT OF GRIEVANCE

If the grievance is not settled at the first step, the grievant, within fourteen (14) days of the answer in Step 1, or if no answer was received under Step 1, within fourteen (14) days of the date the answer was due, may appeal in writing to the Vice President for Human Resources or designee.

Date of Step 1 Decision: _____

The Vice President for Human Resources or designee shall investigate the alleged grievance and, shall, within twenty (20) 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 fifteen (15) calendar days following the meeting of the parties.

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:

Pending ratification by FNA (Local 713) on November 30, 2020

I understand that the filing of a grievance, either prior to filing the grievance or while the grievance proceeding is in progress, 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/FNA Local 713 Bargaining Agreement.

Signature of Grievant(s)

Date

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

A copy of the following documents must be attached to this Request at the time of its filing with Human Resources.

Original grievance form

Step 1 Decision

All attachments to Step 1 Decision

Pending ratification by FNA (Local 713) on November 30, 2020

APPENDIX B

STEP 3 FORM

GRIEVANCE AND ARBITRATION PROCEDURE

FIU BOARD OF TRUSTEES & FNA

RECEIPT INFORMATION

This grievance was received and filed with the University 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: _____

Print Name/Signature: _____

Print Name of the Supervisor signing: _____

GRIEVANT INFORMATION

Grievant

Name: _____ Department: _____

Office Phone#: _____ Division: _____

Panther ID: _____ E-Mail Address: _____

If a grievance is not resolved at Step 2, FNA may appeal the decision to Arbitration and request that an arbitrator be selected within twenty (20) days after receipt of the Step 2 decision.

The arbitrator shall issue his/her decision not later than thirty (30) days from the date of the closing of the hearing or from the deadline for the submission of briefs, whichever is later.

Florida Nurses Association, Office & Professional Employees International Union, Local 713, AFL-CIO (FNA) hereby gives notice of intent to proceed to arbitration in connection with the decision of the Division of Human Resources dated _____ and received by the president of FNA Local 713 grievant on _____ in this grievance of:

Name: _____ Date: _____

STATEMENT OF GRIEVANCE

The following statement of issue(s) before the arbitrator is proposed:

Signature of FNA Representative

Date

Employee authorization

I hereby authorize FNA to proceed to arbitration with my grievance. I also authorize FNA and the FIU Board of Trustees or its representatives to use, during the arbitration proceedings, copies of any materials in my evaluation file pertinent to this grievance and to furnish copies of the same to the arbitrator.

Signature of grievant(s)

Date

Note: This request for arbitration will not be processed unless signed by grievant(s).

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

**THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF
TRUSTEES**

And

**FLORIDA NURSES ASSOCIATION, OFFICE &
PROFESSIONAL EMPLOYEES INTERNATIONAL UNION,
LOCAL 713, AFL-CIO (LOCAL 713)**

Policies

~~**2017-2020**~~

2020-2023

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PERMANENT STATUS

Purpose:

To define permanent status for full time and regularly scheduled part-time employees assigned to work in the Student Health Services occupying the following positions: Registered Nurse; Senior Registered Nurse; Registered Nurse Specialist; Advanced Registered Nurse Practitioner; Register Nurse Supervisor; Senior Register Nurse Supervisor and Senior Registered Nurse Specialist "Nurse(s)."

Policy:

Nurses earn "permanent status" in a class after successfully completing the probationary period. Permanent status provides the employee with the right to appeal any severe disciplinary action while serving in the class. The exclusive procedure for appeals of severe disciplinary action shall be as set forth in the Disciplinary policy.

The standard probationary period for all Nurses shall be six (6) months from the date of hire. The standard probationary period shall be six months from the date of promotion for newly promoted personnel. During the probationary period, an employee can be terminated with or without cause and with or without notice and does not have the right to appeal the termination.

Prior to the expiration of the probationary period, the Director for Student Health Services will make a decision regarding retention of the employee in a permanent status position. The failure of an employee to pass or complete probation shall not be appealable to any authority; however, an employee who fails to pass a promotional probation period will be returned to his or her prior position.

Disciplinary Actions

Purpose: To establish a policy and provide guidelines for the application of disciplinary actions for University employees

Policy:

A Pre-Disciplinary Review (PDR) must be conducted in conjunction with Human Resources before severe disciplinary action is imposed. The PDR shall provide a level of review for severe disciplinary actions recommended by supervisors. Human Resources will ensure that all pertinent information is obtained so that employee behavior which necessitates disciplinary action shall be determined by the employee's supervisor in consultation and with the approval of the Vice President for Human Resources or his/her designee, or the Provost or his/her designee in the case of a faculty member. The University reserves the right to impose discipline at any level, including immediate termination.

[This Policy does not apply to any disciplinary action resulting from any violation of the FIU Regulation-105 Sexual Harassment \(Title IX\) or Sexual Misconduct. FIU Regulation 105 Sexual Harassment \(Title IX\) or Sexual Misconduct will govern the disciplinary process if there is a violation of such regulation.](#)

Definitions:

- Severe Disciplinary Actions – defined as suspensions, demotions and involuntary terminations.
- Suspension - occurs when an employee is taken off duty for a day or more without pay.
- Involuntary Demotion - occurs when an employee is involuntarily subjected to a reduction in pay and higher functioning duties are permanently removed resulting in a lower level position.
- Involuntary Termination - occurs when an employee is permanently separated from University employment.

SEPARATIONS FROM EMPLOYMENT

Purpose:

To administer a uniform process for employee separations

Policy:

Separations from University employment may include the following:

Termination -- Occurs when an employee is permanently separated from University employment for cause unless the employee is in a probationary status. Termination may be preceded by corrective action. Unsatisfactory performance or misconduct may warrant immediate dismissal.

Resignation - Occurs when an employee initiates a termination by notifying the immediate supervisor of his/her intention to resign. Employees will give two (2) weeks' written notice of resignation. A resignation may not be rescinded by the employee without concurrence of the University.

Job Abandonment - Occurs when an employee is absent without approved leave for three (3) or more consecutive scheduled workdays. Such action represents an abandonment of position, and the employee will be automatically terminated. If the employee's absence is for reasons beyond the control of the employee and the employee notifies the University as soon as practicable, the University will review the circumstances surrounding the absence on an individual basis to determine if it is to be considered abandonment of position.

Neutral Internal Resolution Process

Purpose: To establish and maintain a process for resolving disputes concerning BOT-FNA Policies attached to the BOT-FNA Agreement and applicable University Policies that impact the terms and conditions of employment of the FNA unit members (the “Policies”). This policy covers any discipline involving a written reprimand, suspension, demotion, or involuntary termination.

Policy:

1. Policy/Informal Resolution.

The parties agree that all problems should be resolved, whenever possible, before the filing of a complaint and encourage open communications between administrators and employees so that resort to the formal neutral, internal policy dispute resolution (the “Neutral Internal Resolution Process”) will not normally be necessary. The parties further encourage the informal resolution of complaints whenever possible. At each step in the Neutral Internal Resolution Process, participants are encouraged to pursue appropriate modes of conflict resolution. The purpose of this Policy is to promote a prompt and efficient procedure for the investigation and resolution of complaints relating to the Policies. The procedures set forth shall be the sole and exclusive method for resolving the complaints of employees as defined herein.

2. Resort to Other Procedures and Election of Remedy.

The commencement of legal proceedings against the University in a court of law or equity, or before the Public Employee Relations Commission, for misapplication or misinterpretation of the terms of any Policy, 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 Neutral Internal Resolution Process and any complaint that has already been filed over the same subject will be dismissed. The filing of a complaint under this Policy 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 any Policy 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 Policy Dispute Resolution Process and any complaint that has already been filed over the same subject will be dismissed. Except as otherwise stated, the Neutral Internal Resolution Process is the sole remedy for any alleged violations of any Policy. In the event that the complaint involves an act or omission which could be handled by either this Policy or the Grievance and Arbitration Procedure set forth in the collective bargaining agreement, the filing of a complaint under this Policy constitutes a waiver of the filing of a grievance under the Article.

[This Policy does not apply to any disciplinary action resulting from any violation of the FIU Regulation-105 Sexual Harassment \(Title IX\) or Sexual Misconduct. FIU Regulation 105 Sexual Harassment \(Title IX\) or Sexual Misconduct will govern the disciplinary process if there is a violation of such regulation.](#)

3. Definitions and Forms as used in this Policy:

(a) Complaint - the term “complaint” shall mean a dispute concerning the interpretation or application of a specific term or provision of a Policy, subject to those exclusions appearing in the Policy. A complaint shall be filed on the applicable Complaint Form, attached to this Policy as Appendix A.

(b) Complainant - the term “complainant” shall mean an employee or group of employees

who has/have filed a complaint in a dispute over a provision of a Policy that confers rights upon the

employee(s). FNA may file a complaint in a dispute over a provision of a Policy that confers rights upon a group of employees or upon FNA.

(c) Complaint Forms - the "complaint forms" constitute the Complaint (the "Step 1 form"), Request for Step 2 Review (the "Step 2 form"), and Notice of Demand for Neutral Internal Resolution by a Panel (the "Step 3 form"). The parties may agree to consolidate complaints of a similar nature to expedite the review process. In a consolidated complaint, one appropriate Form may be attached, bearing the signatures of the complainants

(d) Days - the term "days" shall mean business days.

(e) The end of the day. The term "end of the day" shall mean 5 P.M.

(f) University Representative - the term "University Representative" means the Director of Employee Labor Relations or designee.

4. Burden of Proof.

In all complaints, except disciplinary complaints in accordance with the BOT-FNA Policy on Disciplinary Actions, the burden of proof shall be on the complainant. In disciplinary complaints, the burden of proof shall be on the University.

5. Representation.

FNA shall have the exclusive right to represent any employee in a complaint filed hereunder unless an employee elects self-representation or to be represented by legal counsel. If an employee elects not to be represented by FNA, the University shall promptly inform FNA in writing of the complaint. No resolution of any individually processed complaint shall be inconsistent with the terms of any applicable Policy, and for this purpose, FNA shall have the right to have an observer present at all meetings called for the purpose of discussing such complaint and shall be sent copies of all decisions at the same time as they are sent to the other parties.

6. Complaint Representatives.

FNA shall annually furnish to the University a list of all persons authorized to act as complaint representatives and shall update the list as needed. FNA complaint representative shall have the responsibility to meet all duties and responsibilities incidental to the assigned workload. Some of these activities are scheduled to be performed at particular times. Such representative shall have the right during times outside of those hours scheduled for these activities to investigate, consult, and prepare complaint presentations and attend complaint hearings and meetings. However, such investigations and consultations will not interfere with the normal operations of the University. Should any complaint hearings or meetings necessitate the rescheduling of assigned duties, the representative may, with the approval of their supervisor, arrange for the fulfillment of such duties. Such approval shall not be unreasonably withheld.

7. Appearances.

(a) When a complainant and/or complaint representative participates in one of the steps in the Neutral Internal Resolution Process during scheduled hours or in a meeting among the complainant, the complainant representative, complainant's counsel or FNA representative and the University, the complainant and/or complaint representative's compensation shall neither be reduced nor increased for time spent in those activities.

(b) Prior to participation in any such proceedings, conferences, or meetings, the complainant and/or complaint representative shall make arrangements acceptable to the applicable supervisor for the performance of the employee's duties. Approval of such arrangements shall not be unreasonably withheld. Time spent in such activities outside scheduled hours shall not be counted as

time worked.

8. Time Limits; Date of Receipt.

All time limits in this Policy may be extended by mutual agreement of the parties in writing. For the purpose of determining deadlines for actions as set forth in this Policy, the parties agree that, if said deadline falls on a weekend or University recognized holiday, the deadline for said action shall be on the following business day. Mutual agreement may be evidenced by email exchanges. Upon the failure of the complainant or FNA, where appropriate, to file an appeal within the time limits provided in this Policy, the complaint shall be deemed to have been resolved at the prior step. The date of receipt shall not be included in the count of days. All complaint forms shall be dated when the complaint is received by the applicable University official described below depending on the step. Compliance with any time limit under this Policy shall be determined by the date-stamped receipt executed by the office receiving the complaint or the person receiving the decision. If there is difficulty in meeting any time limit in Step 1 or Step 2, the FNA representative may sign such documents for the complainant, however, complainant's signature shall be provided prior to the Step 2 meeting.

9. Copy of Personnel File

Copies of the personnel file may be furnished upon request at a cost of \$0.15 per page. However, in the event an employee files a complaint under the Neutral Internal Process Policy, the employee has the right to one (1) copy of his or her personnel records at no cost.

Procedures:

Step 1

An employee having a complaint about the application of Policy provision shall file a fully executed Step form 1 form with his/her supervisor within seven (7) days of the act or omission giving rise to the complaint 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 in Appendix A) must be submitted in writing and shall be signed by the complainant(s).

Discussions will be informal for the purpose of settling differences in the simplest and most effective manner. The supervisor shall communicate a decision in writing to the complainant and/or complainant's representative within ten (10) days from the date the complaint was presented to him/her. Failure of the supervisor to timely respond shall be considered a denial of the complaint and shall entitle the complainant to appeal to Step 2.

Step 2

(a) Filing. If the complaint has not been satisfactorily resolved at the Step 1 or if the supervisor has failed to respond within the Step 1 deadlines, the complainant or FNA (upon request of the complainant) may proceed to Step 2 by filing a fully executed Step 2 form (attached). The Step 2 form must be filed with the Vice President of Human Resources or designee within seven (7) days after receipt of the Step 1 decision by the complainant and/or complainant's representative or when the answer was due in the Step 1 process.

(b) The Vice President for Human Resources or designee shall investigate the alleged complaint and shall, within fifteen (15) days or other mutually agreeable date of receipt of the written complaint, conduct a meeting between the Vice President for Human Resources or designee, other University representatives as necessary, the complainant and/or the complainant's Union representative. At the Step 2 meeting, the complainant shall have the right to present any evidence in support of the complaint. The parties present at the Step 2 meeting shall discuss the complaint. 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 complainant may bring an interpreter to the Step 2 meeting at his or her own cost.

(1) Documents. In advance of the Step 2 meeting, the complainant 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.

(2) Decision. The Vice President for Human Resources or designee shall notify the complainant of a decision in writing no later than seven (7) days following the meeting. A copy of the decision shall be sent to the complainant, the complainant's representative, and FNA (if complainant 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 complaint and shall entitle the complainant to appeal to Step 3. If the University fails to provide a Step 2 decision within the time limits provided in this Policy due to a University-caused delay, the University shall pay all costs of the Step 3 process should the employee or FNA elect to take the complaint to that step.

Step 3 - Neutral, Internal Resolution of Policy Disputes by a Panel

(a) Filing. If the complaint has not been satisfactorily resolved at Step 2 or the Vice President of Human Resources or designee has failed to respond within the Step 2 deadlines, the complainant or FNA (upon the request of the complainant) may proceed to Step 3 by filing a fully executed Step 3 form (attached). The Step 3 form must be filed with the Vice President of Human Resources or designee within seven (7) days after receipt of the Step 2 decision by the complainant and/or complainant's representative or when the answer was due in the Step 2 process. The complaint may be withdrawn by the complainant or by the FNA 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.

(b) Selection of the Panel Members. Within seven (7) days after receipt of the Step 3 form, representatives of the University and FNA shall designate their representatives to the Panel using the method described below.

(1) The Vice President of Human Resources or designee shall appoint one member of the Panel who shall be a current or former University employee or University alumni.

(2) The FNA President or designee shall appoint one member of the Panel who shall be a current or former University employee or University alumni.

(3) The third member of the Panel shall be a professional labor mediator. Each party shall provide the other party with a list of five (5) potential members for the third member of the Panel. Each party shall alternatively strike a potential Panel member from the list until one remains with a coin toss used to determine which party strikes first. No person involved in any business, employment or other relationship with the University that could reasonably be presumed to create a conflict of interest with that person's obligations as a neutral mediator of disputes involving the University shall be eligible for inclusion as the third member of the Panel.

(c) All persons designated to be members of the Panel shall be able to serve on short notice. In addition, the University and FNA shall jointly provide all Panel members with orientation and training in the Policies including this Neutral Internal Resolution of Policy Disputes procedure. The costs of such training will be shared equally by the University and FNA.

(d) The third member shall serve as the Chair of the Panel. The Panel shall be governed by the Code of Professional Responsibility for Arbitrators of Labor-Management Disputes of the National Academy of Arbitrators, the American Arbitration Association, and the Federal Mediation and Conciliation Service.

(e) Authority of the Panel.

(1) Only complaints based on events or occurrences which occur after the date of

the execution of the current collective bargaining agreement with the parties (the "Agreement") can be processed under this Policy. After the expiration of the current Agreement, there is no duty upon the University to process any complaint unless the facts upon which the complaint is based occurred prior to the expiration of the Agreement. The Panel shall not receive into evidence nor rely upon any past practices that occurred after the date of the execution of the current Agreement.

(2) Unless the parties agree in writing to the contrary, only one complaint may be submitted to the Panel at any one hearing.

(3) The Panel shall not add to, subtract from, modify, ignore, or alter the terms or provisions of any Policy, or the provisions of applicable law, rules, or regulations having the force and effect of law. Neutral Internal Resolution of Policy Disputes by a Panel shall be confined solely to the application and/or interpretation of Policies and the precise issue(s) submitted for Neutral Internal Resolution of Disputes. In rendering its decision, the Panel shall refrain from issuing any statements of opinion or conclusions not essential to the determination of whether the act or event giving rise to the complaint violated applicable University regulation or policy.

(4) Where a University official has made a judgment involving the exercise of discretion, the Panel shall not substitute its judgment for that of the University official. Nor shall the Panel review such decision except for the purpose of determining whether the decision has violated a Policy.

(5) If the Panel determines that a Policy has been violated, the Panel shall direct the University to take appropriate action. The Panel may award back salary where the Panel determines that the employee is not receiving the appropriate salary from the University, but the Panel may not award other monetary damages or penalties. The Panel'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 complaint was originally filed under this Policy.

(f) Conduct of Hearing. The Panel shall hold the hearing in Miami-Dade County unless otherwise agreed by the parties in writing. The hearing shall commence within sixty (60) days of all Panel members' acceptance of selection, or as soon thereafter as is practicable. The parties shall stipulate to the issue(s) prior to the hearing before the Panel. 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 Panel 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 Panel shall then proceed to hear the substantive issue(s) in accordance with the provisions of this Policy. The Panel 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 Policy, the provisions of the Florida Arbitration Code, Chapter 682, Florida Statutes, shall not apply. Except as modified by the provisions of this Policy, Neutral Internal Resolution of Policy Disputes by a Panel, proceedings shall be conducted in accordance with the Labor Arbitration Rules and Procedures of the American Arbitration Association.

(g) Effect of Decision. The decision or award of the Panel shall be final and binding upon the University, FNA, and the complainant. If any party believes that the Panel acted outside or beyond the Panel's jurisdiction, that party may appeal the decision to an appropriate court of law pursuant to Chapter 682 of the Florida Statutes.

(h) For purposes of venue in any judicial review of a Panel's decision issued under this Policy, 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 FNA will move for a change of venue based upon the defendant's residence in-fact if other than Miami-Dade County.

(i) Fees and Expenses. All fees and expenses of the Neutral Internal Resolution of Policy Disputes by a Panel shall be divided equally between the parties unless mutually agreed otherwise in writing. Each party shall bear the cost of preparing and presenting its own case. However, in the event the complaint is withdrawn after the selection of the Panel, the party withdrawing the complaint shall be responsible for the full cost of the Panel's fee (if any) unless otherwise mutually agreed by the parties in writing. The expense 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.

(j) The complainant or FNA may abandon or settle a complaint.

(k) The complainant or FNA shall have only one opportunity to amend or supplement the complaint. No complaint can be amended or supplemented after Step 2.

10. Provisions Applicability to the Policy.

(a) Filings and Notification. All documents required or permitted to be issued or filed pursuant to this Policy may be transmitted via email, 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.

(b) Precedent. No complaint informally resolved or by using this Neutral Internal Policy Dispute Resolution Process shall constitute a precedent for any purpose unless agreed to in writing by the University Vice President of Human Resources or designee, the complainant, and FNA.

(c) Reprisal. No reprisal of any kind will be made by the University or FNA against any complainant, any witness, any FNA representative, or any other participant in the Neutral Internal Resolution Process by reason of such participation.

(d) Records. All written materials pertinent to a complaint shall be maintained separately from the evaluation file of the complainant or witnesses, except (1) at the request of the complainant 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 complainant or witness. All decisions or settlement agreements resulting from complaints processed pursuant to this Policy shall specify whether or not a copy of the decision or settlement agreement is to be placed in the evaluation file(s) of any complainant or witness.

11. Expedited Dispute Resolution Procedure for An Alleged Violation of the Conflict of Interest/Outside Activity Policy.

(a) The period for informal resolution of a dispute alleging a violation of the provisions of the Policy on Conflict of Interest and Outside Activity shall be five (5) days from the date the complaint is filed. If not resolved by the supervisor by that date, the dispute shall be heard at Step 2 by the Vice President of Human Resources or designee no more than seven (7) days after a request for a Step 2 review has been filed. The Vice President of Human Resources or designee shall issue a Step 2 decision no more than three (3) days after the Step 2 meeting. A request for resolution by the Step 3 Panel shall be filed with the Vice President of Human Resources or designee within seven (7) days after receipt of the Step 2 decision or if the supervisor has failed to respond within the Step 1 deadlines. The Step 3 Panel shall be selected using the same process as for Step 3 no more than seven (7) days after a request for a resolution by a Neutral Panelist is received. The Step 3 Panel will hold a hearing within seven (7) days after being selected. The Step 3 Panel shall issue a memorandum of decision within seven (7) days following the conclusion of the Step 3 hearing to be followed by a written opinion and award in accordance with the provisions of this Policy.

(b) All other provisions of this Policy shall apply to these complaints except as noted above.

UNIFORMS

The university agrees to provide two sets of scrub emblazoned with the FIU identification logo and one polo shirt annually (fiscal year).

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