



**FLORIDA INTERNATIONAL UNIVERSITY**  
**BOARD OF TRUSTEES**  
**GOVERNANCE COMMITTEE**

Thursday, September 7, 2017

11:30 a.m.

Via Conference Call

Listen-only# 1-800-659-6930

**Committee Membership:**

Claudia Puig, *Board Chair*; Jorge L. Arrizurieta, *Board Vice Chair*; Cesar L. Alvarez; Jose J. Armas; Leonard Boord; Gerald C. Grant, Jr.

**AGENDA**

- |   |                    |
|---|--------------------|
| 1. Call to Order and Chair's Remarks  | Claudia Puig       |
| 2. Approval of Minutes  | Claudia Puig       |
| 3. Follow-up from Previous Meeting  | Claudia Puig       |
| 4. Action Items   |                    |
| G1. Performance-based Funding – Metric 10: Board of Trustees Choice   | Kenneth G. Furton  |
| G2. Ratification of the 2017-2020 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 |
| 5. New Business   |                    |
| FF1. Mental Health Counseling and Public Safety Officers Implementation Plans   | Kenneth A. Jessell |
| AP1. Legislative Budget Requests  | Kenneth G. Furton  |
| ▪ Targeted STEM Initiatives   |                    |
| ▪ University-Industry Research and Development Lab  |                    |
| G3. Facility Security Clearance; Exclusion of Certain Directors and Officers  | Kenneth G. Furton  |
| 6. Concluding Remarks and Adjournment   | Claudia Puig       |

## 2. Approval of Minutes

### *Approval of Minutes*

**THE FLORIDA INTERNATIONAL UNIVERSITY**  
**BOARD OF TRUSTEES**  
**Governance Committee**  
September 7, 2017

**Subject: Approval of Minutes of Meeting held June 2, 2017**

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**Proposed Committee Action:**

Approval of Minutes of the Governance Committee meeting held on Friday, June 2, 2017 at the Modesto A. Maidique Campus, College of Business Complex, Special Events Center, Room 233.

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**Background Information:**

Committee members will review and approve the Minutes of the Governance Committee meeting held on Friday, June 2, 2017 at the Modesto A. Maidique Campus, College of Business Complex, Special Events Center, Room 233.

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**Supporting Documentation:** Minutes: Governance Committee Meeting, June 2, 2017

**Facilitator/Presenter:** Claudia Puig, *Governance Committee Chair*



**FLORIDA INTERNATIONAL UNIVERSITY  
BOARD OF TRUSTEES  
GOVERNANCE COMMITTEE  
MINUTES  
JUNE 2, 2017**

**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 Claudia Puig on Friday, June 2, 2017 at 11:32 a.m. at the Modesto A. Maidique Campus, College of Business Complex, Special Events Center, room 233.

The following attendance was recorded:

***Present:***

Claudia Puig, *Board Chair*

Jorge L. Arrizurieta, *Board Vice Chair*

Cesar L. Alvarez

Jose J. Armas

Leonard Boord

Gerald C. Grant, Jr.

Trustees Dean C. Colson, Michael G. Joseph, Natasha Lowell, Krista M. Schmidt and Kathleen L. Wilson, and University President Mark B. Rosenberg were also in attendance.

**2. Approval of Minutes**

Board Chair Puig asked if there were any additions or corrections to the minutes of the March 3, 2017 Governance Committee meeting. A motion was made and passed to approve the minutes of the Governance Committee meeting held on Friday, March 3, 2017.

**3. Action Items**

**G1. Ratification of the 2017-2020 Collective Bargaining Agreement between The Florida International University Board of Trustees and Florida Public Employees Council 79, affiliate of the American Federation of State, County, and Municipal Employees, AFL-CIO**

Senior Vice President and Chief Financial Officer Kenneth A. Jessell presented the 2017-2020 Collective Bargaining Agreement (CBA) between the FIU Board of Trustees and Florida Public Employees Council 79, affiliate of the American Federation of State, County, and Municipal Employees, AFL-CIO (AFSCME) for Committee review. He stated that AFSCME unanimously approved the proposed 2017-2020 CBA on May 31, 2017. He explained that there are 1,142 University employees covered under AFSCME and that the average salary is \$34,400. He provided an overview of the major changes from the 2013-2016 BOT-AFSCME CBA.

In response to Trustee Leonard Boord's inquiry, Sr. VP and CFO Jessell advised that the total cumulative budgetary impact over the period covered under the CBA is \$1.8M on a recurring basis and \$1.5M on a non-recurring basis.

A motion was made and passed by the FIU Board of Trustees Governance Committee to recommend that the Florida International University Board of Trustees (the BOT) ratify the 2017-2020 Collective Bargaining Agreement between the BOT and the Florida Public Employees Council 79, affiliate of the American Federation of State, County, and Municipal Employees, AFL-CIO (AFSCME).

## **G2. 2017-18 University Work Plan**

Provost and Executive Vice President Kenneth G. Furton provided a detailed overview of the 2017 University Work Plan. He noted that all State University System institutions must submit their work plans to the Florida Board of Governors (BOG) once fully vetted by their respective boards of trustees. Provost Furton mentioned that the top three key initiatives and investments which the University will focus on to drive the improvement of academic quality, operational efficiency and return on investments, are: 1) Student Success, providing the support needed for better student outcomes; 2) Preeminent Programs, creating an innovation nexus where preeminent programs and teams drive research, creativity, innovation, and education; and 3) StartUP FIU, a collaborative effort across the University that is a major component of FIU's coordinated research innovation and economic development program.

Provost Furton explained that in terms of student success, College Algebra had a 33% increase in passing rates for all students, indicating that improvements in the pass rate has saved 1,860 seats since Fall 2012 (compared to the Fall 2010 baseline). He stated that as it pertains to the Preeminent Programs, the University's Bridge Engineering Preeminent Program received a University Transportation Center grant from the U.S. Department of Transportation with a focus on Accelerated Bridge Construction and improving the durability and extending the life of transportation infrastructure. He added that StartUP FIU has created significant increases in FIU's invention disclosures and patent productivity, including an 89% increase in invention disclosures over the past two years (from 37 to 70) and more than doubling the patents issued from 2015 to 2016 from six to 17.

Provost Furton delineated BOG key performance indicators that the University will be monitoring over the next four years and new programs for consideration by the University in AY 2017-18. In response to Chair Puig's inquiry, Vice President Elizabeth Bejar noted that over 50% of University students are employed, explaining that over 40% of working students hold full-time employment, while approximately 80% of working students are employed at a minimum of 10- 20 hours per week. VP Bejar stated that trend data indicates that while the majority of incoming freshman are full-time students, changing economic responsibilities often lead to a change to part-time student enrollment.

In response to Trustee Boord's inquiry on StartUP FIU's self-sustaining income sources, Vice President for Research and Economic Development Andres G. Gil noted that the initiative involves multiple funding sources, adding that StartUP FIU fosters innovation and entrepreneurship and

provides the platform for research activity such as the National Science Foundation Engineering Research Centers.

Trustee Dean C. Colson recommended the State University System (SUS) Work Plan Report as a useful resource for the Board of Trustees in terms of comparing FIU relative to how each SUS institution contributes to the System's overall vision. Trustees discussed University challenges such as serving a large percentage of economically disadvantaged students where many must hold full- or part-time employment.

Trustees engaged in a discussion on the BOG's FTIC Six-Year Graduation Rate metric and the possible implications of the metric's change to a four-year graduation rate. University President Mark B. Rosenberg stated that, on average, FIU students accumulate approximately \$17,900 in student loan debt, noting that this is lower than the SUS and national averages. He added that FIU students choose to work more instead of borrowing more, further noting that students are more likely to work full-time and be enrolled part-time, which makes it difficult for them to earn degrees in a timely fashion.

A motion was made and passed that the FIU Board of Trustees Governance Committee recommend to the Florida International University Board of Trustees the approval of the 2017-18 University Work Plan.

### **G3. University and President's Performance Goals, 2017-18**

Board Chair Puig noted that University President Mark B. Rosenberg submitted a list of goals to be considered for his 2017-18 management review. She added that in accordance with the President's employment agreement, the goals were taken directly from the University Work Plan.

A motion was made and passed that the FIU Board of Trustees Governance Committee recommend that the Florida International University Board of Trustees adopt the University and President's Performance Goals for the 2017-18 academic year as included in the Board materials.

### **G4. University President's Incentive Goals, 2017-18**

Board Chair Puig noted that President Rosenberg submitted a list of goals to be considered for his incentive compensation for the 2017-18 academic year. President Rosenberg presented the 2017-18 University President's Incentive Goals for Committee review and approval, noting that the goals focus on key aspects of the University's activity, including patent production, research expenditures, fundraising, student internships, and community engagement.

Trustee Boord recommended adding an additional (sixth) Incentive Goal that focuses on the University's ranking among the SUS institutions in regards to performance funding. He proposed that the goal should articulate that FIU not be in the bottom three. Trustee Boord stated that this goal should be listed separately, as opposed to being included as part of the fifth proposed goal. A substantive discussion on Trustee Boord's recommendation took place, including on the language of the recommended goal. Trustee Boord agreed that the recommended goal should reflect that the University maintain or improve its current ranking among the SUS institutions in regards to performance funding metrics.

A motion was made and passed that the FIU Board of Trustees Governance Committee approve the amended University President's Incentive Goals for the 2017-18 academic year to include a sixth goal reflecting that the University maintain or improve its current ranking among the SUS institutions in regards to performance funding metrics.

#### **4. New Business**

Chair Puig stated that in response to the BOG's request to the boards of trustees to assess their respective delegations of authority to the President, she is collaborating with President Rosenberg and University General Counsel Carlos B. Castillo to assess FIU's delegations of authority to the President. She added that a report will be provided to the Committee at the next regularly scheduled meeting in order to review the assessment and consider potential next steps.

Chair Puig indicated that in anticipation of the November BOG Trustee Summit, BOG Chancellor Marshall Criser III requested the top two university priorities from each SUS institution board chair. She then requested that Board of Trustees members submit recommendation(s) to President Rosenberg or Provost Furton on FIU priorities that she should submit to Chancellor Criser. Trustees Jorge L. Arrizurieta and Gerald C. Grant, Jr. mentioned that priorities should highlight the University's unique mission and responsibility to the community it serves.

Chair Puig noted that she will begin conversations with President Rosenberg pertaining to a contract extension in order to have an agreed upon extension in place by 2018 in conformity with Section 4 of the Third Amendment to the President's employment agreement. She added that the contract extension will be prepared consistent with BOG regulations and will be presented at a future date to the Board of Trustees for review and approval.

#### **5. Concluding Remarks and Adjournment**

With no other business, Board Chair Claudia Puig adjourned the meeting of the Florida International University Board of Trustees Governance Committee on Friday, June 2, 2017 at 1:19 p.m.

*There were no Trustee requests.*

MB 6.13.17

Agenda Item 4

G1

**THE FLORIDA INTERNATIONAL UNIVERSITY**  
**BOARD OF TRUSTEES**  
**Governance Committee**  
September 7, 2017

**Subject: Performance-based Funding – Metric 10: Board of Trustees Choice**

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**Proposed Committee Action:**

Select three options for BOG Performance Funding Metric 10: University Board of Trustees Choice.

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**Background Information:**

The Board of Governors (BOG) Performance Funding Model consists of eight metrics common to all State University System institutions and two specific to each university. The BOG selected as FIU's institution-specific metric "Bachelor's without excess hours" in September 2013. The FIU BOT must (1) choose three metrics from a prescribed list of metrics provided by the BOG, prioritize in order of preference (2) propose benchmarks for excellence, on a scale of 1-10, for each of the three metrics. The excellence benchmarks should be established so that in the first year of implementation, the university will receive no more than seven (7) points and (3) propose benchmarks for improvement, on a scale of 1-10, for each of the three metrics.

The BOG Budget and Finance Committee will review the BOT selections at its meeting on October 3, 2017.

Pursuant to Florida Statute 1011.905, state performance funds for the State University System shall be based on indicators of system and institutional attainment of performance expectations. To implement performance funding, the Florida Board of Governors has developed the Board of Governors Performance Funding Model and requires the University Board of Trustees to select its own "Choice Metric" for inclusion in the Performance Funding Model to represent the particular goals or challenges of the University.

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<b>Supporting Documentation:</b>	BOG Performance Funding Model Benchmark Template
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<b>Facilitator/Presenter:</b>	Kenneth G. Furton
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## Board of Governors Performance Funding Model Overview

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The Performance Funding Model includes 10 metrics that evaluate the institutions on a range of issues. Two of the 10 metrics are Choice metrics; one picked by the Board and one by the university boards of trustees. These metrics were chosen after reviewing over 40 metrics identified in the University Work Plans.

The model has four guiding principles: 1) use metrics that align with SUS Strategic Plan goals, 2) reward Excellence or Improvement, 3) have a few clear, simple metrics, and 4) acknowledge the unique mission of the different institutions.

### **Key components of the model:**

- Institutions will be evaluated on either Excellence or Improvement for each metric.
- Data is based on one-year data.
- The benchmarks for Excellence were based on the Board of Governors 2025 System Strategic Plan goals and analysis of relevant data trends, whereas the benchmarks for Improvement were determined after reviewing data trends for each metric.
- The Florida Legislature and Governor determine the amount of new state funding and an amount of institutional funding that would come from each university's recurring state base appropriation.

### **Metrics Common to all Institutions:**

Seven metrics apply to all eleven institutions. The eighth metric, graduate degrees awarded in areas of strategic emphasis (8a), applies to all institutions except New College. The alternative metric for New College (8b) is "freshman in the top 10% of graduating high school class."

Metrics Common to all Institutions	
1. Percent of Bachelor's Graduates Employed (Earning \$25,000+) or Continuing their Education	6. Bachelor's Degrees Awarded in Areas of Strategic Emphasis
2. Median Wages of Bachelor's Graduates Employed Full-time	7. University Access Rate (Percent of Undergraduates with a Pell-grant)
3. Average Cost to the Student (Net Tuition per 120 Credit Hours)	8a. Graduate Degrees Awarded in Areas of Strategic Emphasis 8b. Freshman in Top 10% of Graduating High School Class - for NCF only
4. Six Year Graduation Rate (Full-time and Part-time FTIC)	9. Board of Governors Choice
5. Academic Progress Rate (2nd Year Retention with GPA Above 2.0)	10. Board of Trustees Choice

**Board Choice Metric** - The Board has approved metrics that focuses on areas of improvement and the distinct missions of each university. UF and FSU have a metric measuring faculty awards to represent the research focus of these institutions. New College has "national ranking for institutional and program achievement." The remaining eight institutions all have the "percentage of students graduating without excess hours".

**Board of Trustees Choice Metric** - Each Board of Trustees has chosen a metric from the remaining metrics in the University Work Plans that are applicable to the mission of that university and have not been previously chosen for the model.



## Board of Governors

### Performance Funding Model Overview

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#### **How will the funding component of the model work?**

To ensure each university is striving to excel and improve on key metrics, there must be a financial incentive. That financial incentive will not only be new state funding, but an amount of the base state funding reallocated.

#### **State Investment versus Institutional Base Funding:**

The amount of the state investment appropriated by the Legislature and Governor for performance funding will be matched by an amount reallocated from the university system base budget. These “institutional base” funds are the cumulative recurring state appropriations the Legislature has appropriated to each institution. Any state investment funding appropriated would be allocated as follows:

##### State Investment Funding Allocation

1. Each university metric is evaluated based on Excellence or Improvement and has ten benchmarks ranging from low to high. The lowest benchmark receives one point, while the highest receives ten points. The higher point value for Excellence or Improvement on each metric are counted in the university’s total score.
2. The state investment will be allocated based on points earned, with a maximum of 100 points possible.
3. A university is required to earn more than 50 points in order to be eligible to receive the state investment.
4. A university not meeting the required point threshold or the three lowest scoring universities will not receive any of the state investment.
5. A university that is not one of the three lowest scoring institutions and has earned more than the required point threshold will receive the state investment funds proportional to their existing base funds with the highest scoring universities eligible for additional state investment funds.
6. All ties within the scoring will be broken using the Board’s approved tiebreaker procedure:
  - a. Compare the total of Excellence and Improvement scores
  - b. Give advantage to higher points earned through Excellence
  - c. Score metric by metric giving a point to the school with the higher score
  - d. If tied after three levels of tiebreakers, the tie will go to the benefit of the institutions

##### Institutional Base Funding Allocation

1. A prorated amount will be deducted from each university’s base recurring state appropriation.
2. A university earning more than 50 points will have their institutional investment funding restored.
3. A university scoring 50 points or less will have to submit an improvement plan to the Board of Governors and show improvement according to that approved plan in order to have their institutional investment funding restored.

Florida International University											
Board of Trustee Choice Metrics and Methodologies											
Options for BOG Consideration at October 2017 meeting											
EXCELLENCE											
		10	9	8	7	6	5	4	3	2	1
Points											
Metric Title											
1	Number of Post-Doctoral Appointees	240	230	220	210	200	190	180	170	160	150
Source: Current year National Science Foundation/National Institutes of Health annual Survey of Graduate Students and Postdoctorates in Science and Engineering (GSS). A postdoctoral researcher has recently earned a doctoral (or foreign equivalent) degree and has a temporary paid appointment to focus on specialized research/scholarship under the supervision of a senior scholar.											
2	Average GPA of Incoming Freshmen	4.05	4.00	3.95	3.90	3.85	3.80	3.75	3.70	3.65	3.60
Source: All registered Fall FTIC admits from the BOG Admissions File											
3	Total R&D Expenditures in Millions	\$200	\$190	\$180	\$170	\$160	\$150	\$140	\$130	\$120	\$110
Source: Current year National Science Foundation annual survey of Higher Education Research and Development Survey (NSF-HERD).											
IMPROVEMENT											
Improvement (% , #, or method of improvement)		5.0%	4.5%	4.0%	3.5%	3.0%	2.5%	2.0%	1.5%	1.0%	0.5%
Points		10	9	8	7	6	5	4	3	2	1



Agenda Item 4

G2

**THE FLORIDA INTERNATIONAL UNIVERSITY**  
**BOARD OF TRUSTEES**  
**Governance Committee**  
September 7, 2017

**Subject: Ratification of the 2017-2020 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)**

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**Proposed Committee Action:**

Ratify the 2017-2020 Collective Bargaining Agreement between the BOT and the Florida Nurses Association (FNA), Office and Professional Employees International Union, Local 713, AFL-CIO (Local 713)

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**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 2017-2020 BOT-LOCAL 713 Collective Bargaining Agreement. There are a total of nine employees covered by this agreement. Both parties agreed to wages increases and other minor edits (see attached Term Sheet) to the current agreement for 2017-2020 term. The FNA unit is scheduled to hold a vote on September 5, 2017 for ratification.

The total cost of three-year wage increase is \$74,147, with \$46,201 for the recurring across-the-board increase and \$27,946 for the merit bonus pool and one-time bonus.

Florida Board of Governors Regulation 1.001(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.

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**Supporting Documentation:** Term Sheet

Proposed 2017-2020 New 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) (*redlined and final versions*)

**Facilitator/Presenter:** Kenneth A. Jessell

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

**Term:** 2017-2020

**Wages:**

**Fiscal Year 2017-2018:**

All eligible bargaining unit employees will receive a general across-the-board (ATB) wage increase of two percent (2%) paid on the first full pay period in October 2017.

All bargaining unit employees will receive a one-time bonus of \$500.00 effective upon joint ratification and payable on the first full pay period following joint ratification.

Eligible employees will participate in a merit bonus pool of equal to one (1%) percent of the base rate of pay of the bargaining unit member which will be paid the first full pay period in December 2017. Merit bonus shall not adjust the base salary rate of the bargaining unit member.

**Fiscal Year 2018-2019:**

All eligible bargaining unit employees will receive a general across-the-board wage increase of two percent (2%) paid on the first full pay period in October 2018.

Eligible employees will participate in a merit bonus pool equal to one (1%) percent of the base rate of pay of the bargaining unit member which will be paid the first full pay period in December 2018.

**Fiscal Year 2019-2020:**

All eligible bargaining unit employees will receive a general across-the-board wage increase of two percent (2%) paid on the first full pay period in October 2019.

Eligible employees will participate in a merit bonus pool equal to one (1%) percent of the base rate of pay of the bargaining unit member which will be paid the first full pay period in December 2019.

**Date of Union Ratification:** Scheduled for September 5, 2017

*Pending ratification by FNA (Local 713) on September 5, 2017*

**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**

**20147 - 201720**

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## 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 personnel-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 4.3



## ARTICLE 1 RECOGNITION

1.1 Florida International University ~~(University or FIU)~~ recognizes the Florida Nurses Association, Office & Professional Employees International Union, Local 713, AFL-CIO ~~(the Union or FNA)~~ 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; 529~~1~~2 Senior Registered Nurse; 5294 Registered Nurse Specialist; 5297 Advanced Registered Nurse Practitioner; 5306 Registered Nurse Supervisor;~~;~~ 5308 Senior Registered Nurse Supervisor; ~~and~~ 531~~1~~2 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.
- "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 ~~Local 713~~ 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) 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 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 ~~Local 713~~ 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 ~~Local 713~~ 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 ~~Local 713~~, 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 ~~personnel~~ 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 ~~Local 713~~ 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 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 Policies 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, 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.

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.

(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.

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 ~~Employees may be laid off due to adverse financial circumstances; reallocation of resources; reorganization of administrative structures, programs, or functions; curtailment or abolishment of one or more programs or essential functions; or shortage of work. In the event of a reduction in force, FIU will consider a number of relevant factors in determining selections for layoff, the public interest being of prime importance. Factors to be considered include:~~

- ~~(a) Training, experience and position, including certifications.~~
- ~~(b) Employee's overall performance/disciplinary record.~~
- ~~(c) Seniority.~~

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 ~~As between two employees, if one and two above are relative equal, then seniority shall prevail. 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 ~~As determined by FIU, layoffs may be confined to a department(s) or any other organizational subdivision of FIU. "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 ~~Laid-off employees shall have recall rights only to the positions that the employees held immediately prior to being laid off within the bargaining unit. Recall rights are limited to one (1) year following the layoff. During this period, no new employee will be hired by the layoff unit for the position that the affected employee had previously held until the laid-off employee has been offered and rejected the recall. 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 ~~Any 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. The University shall notify FNA on the same day following the notification to the bargaining unit employee(s).~~



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 ~~Local 713~~ 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

### 2017-2018:

7.1 (a) The Board shall provide all eligible bargaining unit employees with a general across-the-board wage increase of two percent (2%). 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, continuously through the effective date of the salary action, and received an overall rating of "Fully Meets" (3) on 2016-2017 Performance Excellence Process (PEP).

(b) The Board shall provide all eligible bargaining unit employees with a one-time bonus of \$500.00 payable upon 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.

#### 2018-2019:

7.2 (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.

#### 2019-2020:

(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 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 fiscal year, 2018-2019 fiscal year, or 2019-2020 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.

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 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 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

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-~~

#### ~~INTERNAL RECRUITMENT, PROMOTION, DEMOTIONS AND TRANSFERS~~

##### ~~Purpose:\_\_\_\_\_~~

~~To allow hiring departments to provide employees with internal career pathing opportunities~~

##### ~~Policy:—~~

~~Internal recruitment will be utilized to support career mobility of qualified existing employees, consistent with equal employment and affirmative action objectives. If a suitable candidate is not found internally, the department will recruit outside FIU to obtain the best, qualified candidate for the position.~~

~~Decisions regarding the career mobility of employees will be based on job related factors such as their ability to meet the minimum requirements of the position, perform the essential functions of the position, past performance in their current position and the level of experience within the current position. The university shall also consider appropriate factors, including, but not limited to the applicant(s) length of University service, performance evaluations, work related awards and achievements, other relevant work experience, and education/training. The university is encouraged to interview at least two of its employees who are eligible under this policy and who have met the advertised requirements for the position, provided at least two have applied, except where a vacant position is filled by demotion, change in assignment to a different position in the same class or in a different class having the same pay range maximum, or internal promotion.~~

~~Internal recruitment will be utilized to support career advancement of qualified internal candidates, so long as it is consistent with equal employment and affirmative action objectives.~~

~~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.~~

~~An employee being transferred usually maintains their current salary.~~

### 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.

#### 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.

An employee being transferred usually maintains their current salary.

#### 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

~~FIU Policy Number 1710.325 Tuition Waiver Program~~

### 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

### 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:

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.

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.

#### 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.

#### 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](#)

Further, FNA agrees to be bound by and abide by the University-wide policies listed at [policies.fiu.edu](http://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.

IN WITNESS WHEREOF, the parties have set their signatures this \_\_\_\_ day of \_\_\_\_\_, 2017.

THE FLORIDA INTERNATIONAL UNIVERSITY  
BOARD OF TRUSTEES

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

\_\_\_\_\_  
Claudia Puig, Chair  
Chairman

\_\_\_\_\_  
Donald Slesnick  
Chief Negotiator

\_\_\_\_\_  
Mark B. Rosenberg  
University President

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

\_\_\_\_\_  
Joann Cuesta-Gomez  
Chief Negotiator

\_\_\_\_\_  
Susana Guerra, ARNP  
Student Health Services

\_\_\_\_\_  
Liz Marston  
Deputy General Counsel

\_\_\_\_\_  
Rachellene "Rachel" B. Gozun  
Student Health Services

\_\_\_\_\_  
Kathleen Adams  
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

**APPENDIX A**

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

[Need form]

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: \_\_\_\_\_

\_\_\_\_\_



## 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).**

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:

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

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 8<sup>th</sup> Street, PC 236  
Miami, FL 33199

*Pending ratification by FNA (Local 713) on September 5, 2017*

**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**

## *Pending ratification by FNA (Local 713) on September 5, 2017*

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## *Pending ratification by FNA (Local 713) on September 5, 2017*

### 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 September 5, 2017*

### 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.
- "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

## *Pending ratification by FNA (Local 713) on September 5, 2017*

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) 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 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

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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 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

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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 Policies 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, 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.

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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.

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:

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(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.

(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.

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(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.

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



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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).

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.

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### 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

(a) The Board shall provide all eligible bargaining unit employees with a general across-the-board wage increase of two percent (2%). 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, continuously through the effective date of the salary action, and received an overall rating of "Fully Meets" (3) on 2016-2017 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

(a) The Board shall provide all eligible bargaining unit employees with a general across-the-board wage increase of two percent (2%). The increase will be 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).

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- (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

- (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 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 fiscal year, 2018-2019 fiscal year, or 2019-2020 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

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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.

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.

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### 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 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 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

## *Pending ratification by FNA (Local 713) on September 5, 2017*

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

### 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

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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.

### **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

## *Pending ratification by FNA (Local 713) on September 5, 2017*

maximum. A transfer can be voluntary or involuntary.

An employee being transferred usually maintains their current salary.

### 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](http://Regulations.fiu.edu)

[Policies.fiu.edu](http://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,



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Internal Resolution of Policy Disputes shall apply to and govern such disputes.

### ARTICLE 14

#### 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:

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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.

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

## *Pending ratification by FNA (Local 713) on September 5, 2017*

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 September 5, 2017*

### 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.

### 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](#)

Further, FNA agrees to be bound by and abide by the University-wide policies listed at [policies.fiu.edu](http://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 September 5, 2017*

IN WITNESS WHEREOF, the parties have set their signatures this \_\_\_\_ day of \_\_\_\_\_, 2017.

THE FLORIDA INTERNATIONAL UNIVERSITY  
BOARD OF TRUSTEES

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

\_\_\_\_\_  
Claudia Puig, Chair  
Chairman

\_\_\_\_\_  
Donald Slesnick  
Chief Negotiator

\_\_\_\_\_  
Mark B. Rosenberg  
University President

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

\_\_\_\_\_  
Joann Cuesta-Gomez  
Chief Negotiator

\_\_\_\_\_  
Susana Guerra, ARNP  
Student Health Services

\_\_\_\_\_  
Liz Marston  
Deputy General Counsel

\_\_\_\_\_  
Rachellene "Rachel" B. Gozun  
Student Health Services

\_\_\_\_\_  
Kathleen Adams  
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 September 5, 2017*

**APPENDIX A**

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

[Need form]

## *Pending ratification by FNA (Local 713) on September 5, 2017*

### 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 September 5, 2017*

### 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 September 5, 2017*

### 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: \_\_\_\_\_

\_\_\_\_\_

## *Pending ratification by FNA (Local 713) on September 5, 2017*

### 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 September 5, 2017*

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.

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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 September 5, 2017*

### 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: \_\_\_\_\_

## *Pending ratification by FNA (Local 713) on September 5, 2017*

### 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 8<sup>th</sup> Street, PC 236  
Miami, FL 33199

*New Business*

**FF1**

**THE FLORIDA INTERNATIONAL UNIVERSITY**  
**BOARD OF TRUSTEES**  
**Governance Committee**  
September 7, 2017

**Subject: Mental Health Counseling and Public Safety Officers Implementation Plans**

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**Proposed Committee Action:**

Adopt the Mental Health Counseling and Public Safety Officers Implementation Plans.

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**Background Information:**

The 2016-17 and 2017-18 State University System Legislative Budget Requests included funding for Mental Health Counseling Services and Campus Safety and Security. These requests were designed to increase campus counseling and public safety in order to address the critical need for student mental and behavioral health coverage and campus safety in a state university system that is steadily expanding in size, scope, and complexity. Universities are directly responsible for providing a safe educational, working, and living environment for students, faculty, staff and visitors.

Although the Legislature has not funded these system-wide requests, FIU and the other universities are committed to ensuring that our campuses are safe and secure and that students have access to well-trained, professional counselors and counseling services to address the mental health and behavioral health of our students. Accordingly, each university has developed an implementation plan to address the mental health counseling and public safety needs at their institutions.

---

**Supporting Documentation:** Mental Health Counseling and Public Safety Officers Implementation Plans

**Facilitator/Presenter:** Kenneth A. Jessell

## MENTAL HEALTH COUNSELING IMPLEMENTATION PLAN

The Division of Student Affairs' Counseling and Psychological Services (CAPS) manages the services and programs addressing student mental health at FIU. CAPS includes the Victim Empowerment Program, and offers a series of specialized counseling services that include group counseling, individual and couple's counseling, victim services, psychological testing, de-stressing clinic, psychiatric services and a series of social services. The safety and wellbeing of our students is paramount, and critically important to their academic performance. There are two local factors and four inherent college student factors that have influenced FIU's efforts to address student mental health.

Unique local factors:

- FIU is a university with a complex mix of full-time, part-time, commuter and residential students.
- FIU is situated in a large metropolitan location.

Inherent college student factors:

- Regardless of levels of mental health services available, a majority of students never seek out the mental health services that are accessible to them. *Nationally, only 11% of all students seek the mental health services that are available to them*, and the vast majority of students that die as a result of suicide had never sought treatment prior to the suicide. *Among students with mental illness, only 40% seek help*. This indicates that universities need to focus efforts on providing opportunities for students in need of mental health services to actually seek the help they need. To bridge this gap, the more successful universities have focused on *expanding prevention efforts, promoting the mental health of all students*, and addressing the *social and environmental risk factors that influence student mental health*.
- Most mental health disorders have their peak onset during young adulthood.
- The most prevalent psychiatric disorders among college students are Anxiety and Depression.
- The use of alcohol and illicit drugs peaks during young adulthood and slowly declines with age.
- The presence of substance use disorders is the most prevalent problem among college students.

From 2012-13 to 2017-18, FIU has:

- Increased CAPS staffing by 41%, from 14.5 to 20.5 FTEs.
- Increased CAPS overall expenditures by 38%, from \$2.4 million to \$3.3 million.

CAPS quality of professional services:

- FIU has focused on maintaining and improving the quality of CAPS services. CAPS has been accredited by the International Association of Counseling Services (IACS), maintains an American Psychological Association (APA) approved internship program, and is registered with the Association of Psychology Postdoctoral and Internship Centers (APPIC) as a postdoctoral training site.

CAPS clinical services aligned with local and college student factors:

- *Student Outreach:*
  - Student outreach has been expanded. Every FIU student receives the *Student Health 101* monthly newsletter, which reports high utilization and positive outcomes with 17,189 unique visitors and 24,776 visits annually.
  - CAPS participates in orientations and Week of Welcome (first week of classes). This is important given the fact that national data indicates that freshmen are more vulnerable to sexual assault early in the semester; thus, a period of weeks have been designated the Red Zone to signal high alert.
  - CAPS is directly connected to the Disability Resource Office, Student Conduct and Conflict Resolution (SCCR) Committee, Residential Life, Student Health, and University Police. By serving as consultants to the SCCR Admissions Screening Committee, CAPS staff are involved in student mental health issues from the beginning to the end of students' educational experience at FIU. To document and support institutionally integrated efforts to address incidents as well as students of concern, FIU utilizes, Maxient, a nationally recognized electronic behavior management system at colleges and universities. Maxient serves as an integral component for FIU's efforts in helping to identify students in distress and coordinate the efforts of various departments to provide follow-up.
- *Training of Faculty and Staff:*
  - CAPS has taken steps to address prevention and accessibility of mental health services to students through increased training and education of faculty and staff. For example, CAPS conducts the "Dealing with Disruptive Students" workshop, as well as the "Friends of Student Affairs" roundtable, which provides an opportunity to update strategic faculty and staff partners on student mental health issues. Furthermore, Housing and Residential life staff are trained to identify and deal with students experiencing mental health problems.
- *Student Substance Abuse:*
  - The use of alcohol and illicit drugs peaks during young adulthood. The most prevalent problem among college students is the presence of substance disorders. Approximately one in five college students meets the criteria for alcohol use disorders, and binge drinking (defined as consuming four standard drinks for women and five for men in a two-hour period) is a common mode of drinking among college students. Hazardous drinking and other drug consumption is commonly found together with other mental health problems among college students. To address this problem, CAPS has partnered with FIU Bridge, a research center in the Robert Stempel College of Public Health and Social Work. CAPS taps into FIU Bridge's expertise, and also provides opportunities for students with substance use issues to receive services.

Current CAPS Clinical Services and Utilization:

- CAPS provides a variety of treatment resources to students in need of mental health services, including an online mental health screening, online Cognitive Behavioral Treatment (CBT), Acceptance and Commitment Therapy (ACT), and behavioral programs for anxiety and depression.



- CAPS has specific programs consisting of Group Counseling, Individual and Couples Therapy, Victim Services, Psychological Testing, a De-stressing Clinic, Psychiatric Services, and case management.
- CAPS provides 24/7 crisis service and consultation through ProtoCall, which answered 503 calls last year. Students who access this service are assessed and if deemed necessary, FIU staff or police are contacted. CAPS staff accordingly follow up with students the next business day. Data indicates that this service has increased CAPS' ability to facilitate emergency services to students.
- Through greater outreach within the University, CAPS utilization has been increasing. Between 2014 and 2017, utilization increased 40%. Victims Empowerment Program direct services increased by 79%. Additionally, CAPS crisis walk-in increased by 4% this past year.

Plans for the next three years:

- In FY 2017-18, FIU will fund salary equity for retention. Given that counseling centers nationwide are dealing with similar circumstances, staff retention has become increasingly challenging.
- In FY 2017-18 two new psychologist positions will be added to fill specialty needs, including risk assessment.
- In FY 2018-19 two additional psychologist positions will be added with specialization in areas of greatest need.
- A Student Mental Health Taskforce will be created. The Taskforce will make recommendations to the Provost by July 1, 2018. The Taskforce will have representation from CAPS, academic units with expertise in student mental health (e.g., CAPS, psychology, psychiatry, social work, nursing) and will focus on the following:
  1. Creating programs/initiatives designed to increase student awareness and utilization of mental health resources through developmentally relevant communication approaches.
  2. Increasing coordination and collaboration of CAPS with existing mental health resources in relevant FIU academic units (i.e., psychology, psychiatry, social work, nursing, and research centers focusing on youth mental health).
  3. Refining and enhancing online tools that will allow students in need of help to realize such need without stigma.
  4. Implementing required online gatekeeper training for faculty and staff.
  5. Increasing engagement of existing student organizations on campus.
  6. Making recommendations on how budgets directed at mental health and health services should be allocated on the basis of needs.
  7. Adding an evaluation component that will assess the ongoing effectiveness of the implemented student mental health initiatives.

## **PUBLIC SAFETY OFFICERS IMPLEMENTATION PLAN**

In addition to ensuring the day-to-day safety and security of the Florida International University community, the Florida International University Police Department (FIUPD) bears the responsibility for investigating all campus-related criminal activities, providing security for our facilities, campuses, instructional sites, and University events. As a growing University within a complex external environment, FIU has provided significant resources in public safety and security to provide for the safety and security of our students, faculty, staff and visitors.

From 2009-10 to 2017-18, FIU has:

- Increased police staffing from 47 to 63
- Increased the public safety expenditures from \$5.1 million to \$8.6 million
- Implemented a very robust Collective Bargaining Agreement (2016-19) in order to attract and, more importantly, retain the most qualified police officers, including:
  - Salary increase of 6 percent for year 2015-16
  - Salary increase of 3 percent for year 2016-17
  - Salary increase of 3 percent for year 2017-18
  - Shift differential of 5 percent for those working evenings
  - Shift differential of 8 percent for those working midnights
  - Pay supplement of 5 percent for those performing as Field Training Officer, Field Training Supervisor and those who have been assigned to a specialty unit
  - Certification pay of \$10 per pay period to those officers maintaining law enforcement certification standards
- Increased the number of senior staff to ensure that experienced leadership is always on duty and to initiate the FIUPD's succession plan for continued outstanding leadership
- Invested in state-of-the art equipment and technology
- Increased both internal and external training programs and opportunities for police officers
- Entered into mutual aid agreements with 6 local law enforcement agencies to provide mutual assistance in the event of emergencies or other unique circumstances

The International Association of Chiefs of Police (IACP) has long utilized a national standard of two officers per 1000 students, with a minimum standard of two officers per 1,200 population. FIU will continue to benchmark to the IACP standard by adding additional officers, with the goal of adding two officers per year while recognizing that changes in University mission, campus locations, number of students, and other factors could increase or decrease the need for police officers. Additionally, FIU will continue to make required investments in training, equipment, and duty gear to ensure that the focus remains on the highest level of professionally trained public safety officers and not simply the quantity of officers. It is anticipated that the annual salary and benefits cost of adding two officers per year, including recurring expenses for training, uniform allowance, and equipment maintenance will be approximately \$140,000. Additionally, there will be one-time officer equipment costs for uniforms and duty gear of approximately \$24,000.

*New Business*

**AP1**

**THE FLORIDA INTERNATIONAL UNIVERSITY**  
**BOARD OF TRUSTEES**  
**Governance Committee**  
September 7, 2017

**Subject: 2018-2019 Legislative Budget Requests**

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**Proposed Committee Action:**

Approve the 2018-2019 Legislative Budget Requests:

- |  |                      |
|--|----------------------|
| ▪ Targeted STEM Initiatives                        | Request: \$4,995,334 |
| ▪ University-Industry Research and Development Lab | Request: \$5,400,000 |
- 

**Background Information:**

Pursuant to Section 7, Article 9 of the Florida Constitution, the Board "...shall operate, regulate, control, and be fully responsible for the management of the whole university system." Included within this responsibility is the development of a Legislative Budget Request (LBR). In addition, Section 216.023(1), Florida Statutes, requires the submission of a LBR to the Legislature and Governor based on an independent judgment of needs.

The LBR is an assessment of needs developed by the Florida Board of Governors in cooperation with the universities. The Florida Board of Governors requires that all State University System institutions submit their institutional LBR request for review and approval.

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**Supporting Documentation:** 2018-2019 Legislative Budget Requests

**Facilitator/Presenter:** Kenneth G. Furton

**State University System  
Florida Board of Governors  
2018-2019 Legislative Budget Request Instructions  
Forms I and II**

The main objective of Form I and Form II is to align budget issues and dollar values with the goals and objectives of the strategic priorities and the 2017 University Work Plan established by each university.

For FY 2018-2019, each university should submit one Form I and Form II for each university-unique budget issue and/or any system-wide issue identified as a critical system-wide need. Any issues unique to a branch campus or a special unit (e.g., IFAS Workload Initiative) should not be rolled into the main campus request, but reflected separately by use of the forms provided.

For system-wide issues, consideration will be given to issues that allow for greater efficiencies through shared system resources or identified as a system-wide need. If requesting funds as such, please list all university participants of the initiative and check the box "Shared Services/System-Wide Issue".

For unique issues identified by a university, please check the box "Unique Issue for 2018-2019".

**Please keep in mind that all issues submitted for consideration by the Board should align with the goals and objectives of the strategic priorities and work plan established by each university.**

**State University System  
Education and General  
2018-2019 Legislative Budget Request  
Form I**

<b>University(s):</b>	<b>Florida International University</b>
<b>Issue Title:</b>	<b>Targeted STEM Initiatives</b>
<b>Recurring Funds Requested:</b>	<b>\$3,895,334</b>
<b>Non-Recurring Funds Requested:</b>	<b>\$1,100,000</b>
<b>Total Funds Requested:</b>	<b>\$4,995,334</b>
<b>Please check the issue type below:</b>	
<b>Shared Services/System-Wide Issue for Fiscal Year 2018-2019</b>	<input type="checkbox"/>
<b>Unique Issue for Fiscal Year 2018-2019</b>	<input checked="" type="checkbox"/>

- I. Description** – 1. Describe the service or program to be provided and how this issue aligns with the goals and objectives of the strategic priorities and the 2017 Work Plan established by your institution (include whether this is a new or expanded service/program). If expanded, what has been accomplished with the current service/program? 2. Describe any projected impact on academic programs, student enrollments, and student services.

**Program Overview**

FIU's **Targeted STEM Initiatives** will transform and reengineer STEM programs and courses to optimize the retention, graduation, marketability, and career creation and placement of engineering and computer science students—thereby launching a new engineering paradigm. The Initiative will 1) integrate best program-of-study practices into the first-year engineering and computer science programs; 2) deploy state of the art evidence-based instruction and advanced classroom assessment throughout critical STEM courses for all engineering and computer science majors; 3) implement interventions that promote mental health and wellness, especially for first generation and millennial students; and 4) establish an Engineering Education Research Department to propagate best practices, assess initiative practices, and provide critical feedback to the institutional and State stakeholders to facilitate greater efficiencies through shared system resources.

The State's economic prosperity is the impetus for this paradigm shift. It drives us to optimize the development, retention and ultimate graduation of future engineers and computer scientists, as they will play an essential role in the knowledge economy strategic priority. Computer Scientists and Engineers are at the cutting edge of next wave technological innovations and imperatives that are changing the economic model of our

nation and the world, including the internet of things, blockchains, cyber security, and virtual markets. The Initiative integrates FIU's two most impactful student success initiatives: the Graduation Success Initiative (GSI) and the STEM Transformation Institute, and leverages past legislative investments to create a new paradigm for programs of study, classroom instruction, student wellness and ultimately student success. Student success is an expanded construct that prepares students for a technologically-driven world that continues to evolve at an unprecedented pace. By improving and expanding specific hybrid and online offerings, this Initiative will also allow FIU to fully engage all students in a modern, urban university education.

This Initiative targets transforming student success and graduation rates through optimizing programs, classrooms and experience for engineering and computer science students to foster development of 21<sup>st</sup> century skills necessary in a knowledge-driven economy. Research and assessment of the student learning outcomes resulting from the transformations are a core innovation that provides continuous feedback on the initiative, as well as spur expansion across FIU and propagation across Florida's universities and colleges. The Initiative's ultimate goal is to be a sustained producer of a highly skilled and highly adaptable workforce that will serve as a launch pad for innovation and startups as well as attract high-tech companies to South Florida.

The Initiative capitalizes on the opportunities afforded by the breadth of effective evidence-based instructional techniques, wide availability of technological devices that can be utilized for learning, and FIU's established expertise in preparing faculty to implement evidence-based instruction in their classrooms. Effective active learning techniques are well established and understood, yet propagation of these techniques across the STEM courses taken by future engineers is often limited to faculty with expertise in evidence-based instruction. Faculty often teach as they were taught in college, using lectures as the primary method; thus, the barrier to innovative instruction is sufficient, effective professional development. FIU has established interventions validating this approach targeting Gateway courses for all students. The Initiative provides the resources, professional development, and assessment necessary for transforming the engineering and computer science educational paradigm, thereby providing our students with the best instructional practices available in the nation.

Specific objectives include:

- Revitalize the first-year engineering and computer science experiences: The first-year engineering and computer science programs of study will be redesigned to follow best-practices established nationally. The program features a two-semester engineering (or computer science) design and communications course as well as the required courses such as science and mathematics. This approach has been shown to be highly effective in acclimating students to engineering and computer science programs, developing the necessary skills and abilities to succeed in engineering and computer science, so they will succeed in their chosen programs of study. The program will be operated by the Engineering Education Research Department (below).
- Transform introductory science and mathematics courses and target re-engineering of the Calculus sequence: Building on the established success of

transforming Gateway STEM courses, this objective will improve the instruction of science and mathematics courses taken by engineering and computer science majors. This explicitly targets advancing the current pilot interventions reforming calculus, scaling effective instruction across the Calculus I, II and III sequence. Calculus has a reputation of serving as barrier for future STEM professionals; however, success in pilot calculus interventions shows sufficient promise that a dedicated effort is included in this initiative. Once established, practices and curricular materials will be shared across the State colleges and universities to foster greater efficiencies through shared system resources.

- Implement interventions that promote mental health, especially for first generation and millennial students: Student mental health is a concern for those transitioning to a university, especially for first generation, urban and millennial STEM students as they need to navigate a complex educational system efficiently, often while working or supporting a family. Our current initiatives (active learning instruction featuring undergraduate Learning Assistants) foster peer learning communities that support positive mental health; however, much more can be done to improve student acclimatization to the university experience. Thus, this objective will implement interventions that have shown to improve student wellness and timely persistence to degrees. These interventions have been selected to act in concert with the classroom environments promoting mental health, as we know that the stressors on these high-impact educational opportunities and career trajectories play a critical role in students' ability to complete and succeed. We will investigate which interventions are most effective for our student population, guided by Yeager's research on growth mindsets and self-regulation, and Walton and Cohen (2007)'s research on belonging.
- Institute LA Commons Hubs: To build on and advance our existing Learning Assistant (LA) program, the largest in the nation, and enhance support to students, we will establish LA Commons Hubs, physical space where students can meet with LAs in an informal studio format that will promote their learning community and connection to FIU's engineering and computer science programs. Space will be allocated for peer-to-peer and peer-to-LA meetings, as well as for faculty to meet with their LAs and where the LA seminar will be held. Two hubs will be established, one on the main campus and one on the engineering center.
- Establish Engineering Education Research Department: This objective will launch the first Engineering Education Research Department at a majority minority research university, following best practices by national leaders in engineering education (Purdue University, Virginia Tech University, Ohio State University, etc.). Engineering education research is an emergent multidisciplinary field that targets advancing educational practices and research on those practices in order to serve the nation in an economy that persistently relies on engineering, technology and computer science-skilled workforce. The department will comprise highly-skilled Discipline-based Education Research faculty who will be key drivers in implementing the objectives of this initiative as well as carrying out research on the impact of the objectives. They will provide a continuous improvement cycle on campus as well as spread the knowledge generated throughout the State University System (SUS) and Florida College System (FCS). Further, these

faculty will leverage external support from numerous public and private agencies seeking to transform the engineering and computer science educational landscape.

To achieve these objectives, specific commitments include:

- Establish Engineering Education Research team through Discipline-based Education Research (DBER) faculty hires: 10 DBER highly-skilled faculty will be supported through the Initiative, providing leadership in implementation and measurement of evidence-based instruction and learning technologies. These faculty will serve as leaders of engineering education research to establish a culture of student learning and progression that will drive the 4-year degree completion agenda, and students' marketability and career creation and placement. They join our current DBER team that consists of nine top DBER scholars in biology, chemistry, earth science and physics, as well as one computer science education researcher. New hires will target established leaders in their disciplines as well as top junior candidates.
- Operate STEM Faculty Institute: We will operate a Faculty Institute to prepare current and incoming faculty to implement evidence-based instruction in their STEM classrooms. The Institute will operate year-round to provide professional development to faculty prior to and during instruction. The Institute will incorporate analysis of instructional data as well as provide further professional development to extend the course innovation based on evidence. The Institute includes dedicated Online and Hybrid master design programs for faculty. Incoming faculty will be encouraged to arrive in summer to participate, allowing them to be successful from day one.
- Provide 300 Learning Assistant Stipends to top FIU students: Undergraduate Learning Assistants (LAs) have been critical catalysts in transformation of STEM courses at FIU, as they facilitate learning with their peers while deepening their own understanding of content and collaboration. LAs improve the success of students in transformed courses, increasing retention and completion. These prestigious scholarships will elevate the LA program, improve success of faculty course transformations, and expand the LA program beyond the STEM disciplines. LAs also experience improved learning as a result of the experience, thereby serving to improve Florida's workforce. Learning Assistants (LAs) are undergraduates who are hired to facilitate small-group interaction in large-enrollment courses. LAs work ~10 hours per week in various aspects of course transformation, including the new LA Commons Hub rooms. This also supports our students who economically may need to work for supplemental income – they are employed, while on campus and therefore still able to maintain full time enrollment and timely graduation.
- Award 12 DBER Graduate Fellowships: A prestigious graduate student research fellowship program will be created to develop skills as both future university educators and researchers. These Discipline-based Education Graduate Researchers (DBER) will work with the DBER faculty to implement and provide data on student impact and improved faculty instruction.
- Hire 3 Post-doctoral education researchers: The researchers will assess impact of the innovative instructional strategies through student learning outcomes and classroom observations, while extending their training as future university



educators and researchers. Their work will be incorporated into the continuous improvement feedback loop.

- Hire 6 Staff for program operations: One LA Program Assistant Director for Engineering will be hired to manage the LA program and prepare faculty to effectively integrate LAs into their active classrooms, working with faculty and undergraduate LAs. One Calculus Project Director with expertise in effective calculus interventions will be hired to lead the transformation of the calculus sequence. One Faculty Developer for Engineering with expertise in education transformation and engineering will be hired to prepare faculty to implement Learning Technologies and Evidence-based Instruction in their classroom. The Developer will provide year-round support and feedback. One Database Analyst will be hired to carry out statistical analyses on the project as well as develop data analytics dashboards for STEM stakeholders. The project will be managed by a program manager and an administrative assistant to support the faculty and staff team members as well as LAs and graduate fellows.
- Classroom and LA Commons Hubs Renovations: Existing traditional classrooms will be renovated to facilitate active learning in engineering and computer science classrooms using state of the art facilities. Two LA Commons Hubs will also be created. FIU has transitioned to active-learning, technology-driven classrooms to promote student engagement of content during class time and dissuading the use of lecture by faculty. New classrooms are now routinely built as active learning classrooms with access prioritized for faculty utilizing active learning, thus incentivizing the best instructional practices. In spring 2016, the recently opened active learning classroom averaged over 80% utilization by active STEM courses. However, requests for the active learning rooms persistently outpace availability, so we include additional support for classroom renovations with no restrictions for use by engineering and computer science. We include funding for one-time retrofit of four of our more outdated classrooms that do not have the design and technological infrastructure that is required by state-of-the-art teaching and learning classrooms. We also include funding for the two LA Commons Hubs that will include informal meeting/study space, small teaching labs and one classroom.

### **Related Accomplishments**

The Initiative builds on the success of multiple initiatives that have brought significant change to the university and that have become integrated into university practices and culture. FIU's STEM interventions began in physics, expanded into multiple STEM disciplines, and are now being led through the STEM Transformation Institute. Evidence of success in the reformed introductory physics courses includes significantly improved conceptual learning, the first reported increase in student attitudes towards physics, and a sustained 40% increase in the passing rate, when compared to traditional courses, realized by a dozen different faculty teaching the course. This has led to a dramatic increase in the number of physics majors and national recognition for FIU's success.

FIU is now clearly focused on raising the 4-year graduation rate. We build our efforts on the foundational success of our Graduation Success Initiative (GSI) and Gateway Project. FIU's GSI has helped raise the six-year graduation rate for First Time in College students

(FTICs) by 16 points in its first four years. GSI efforts first addressed students' choice of a major and a clear trajectory for each major and enhanced advising; and also aimed to remove barriers and add supports in the path. Institutional analytics determined that poorly performing gateway courses are a significant barrier in students' paths to timely graduation, leading to the Gateway Project.

The first major success in the Gateway Course initiative was the comprehensive transformation of the College Algebra course that included Learning Assistants and innovative technology-based instruction, leading to a sustained 35-40% increase in passing rates for all students. Improvements in the pass rate for the College Algebra course has saved over 2,500 seats since fall 2012 (compared to Fall 2010 baseline). These improvements significantly improve efficiency through direct cost savings to our students as well as reducing excess hours and thus improving timely graduation. In AY 2016 – 2017, the legislative investments for course redesign of Finite Mathematics and Social Choice Math, Gateway course taken by non-STEM majors, resulting in consistency in content and expectations across sections and increases in average pass rates (+12% and +14% respectively). With well over 1,000 students enrolled in these courses each semester, the impact is significant.

At the core of both the STEM and Gateway initiatives are interventions that 1) adapt evidence-based instructional practices to the FIU context; 2) require faculty engaging students in meaningful, active learning in the classroom; 3) are initiated by external grant or foundation funding; and 4) engage undergraduates, faculty, and administration as partners in the transformation.

One powerful and cost-effective approach is the undergraduate Learning Assistant (LA) program, which provides undergraduates with the opportunity to experience the reward of teaching, develop skills to engage in the challenges of effective instruction, and deepen their content knowledge. At the same time, they serve a critical role as dedicated and skilled facilitators in the classroom, thus easing the transition for both students and faculty to active learning. FIU hosts the nation's largest LA program, with 327 LAs serving in 157 course sections across 10 STEM departments, impacting over 13,902 student enrollments in Fall 2016 (enrollment includes duplicated headcount as students may have LAs in more than one course). Lessons learned in these initiatives are spreading to other courses, where pilot projects have seen an average increase in passing rates of 18% across 7 courses (two of which increased over 25%), which will translate to improved graduation rates in the coming years. Further, enrollment in one transformed course more than quadrupled over the past several years, doubling in annual offering as well as enrollment. On-time graduation rates have also increased 16% in four years.

The Initiative's ultimate goal is to attract high technology companies to Florida, as well as fuel entrepreneurial innovation, thus driving the economic prosperity of the state. This will be achieved both through the reputation earned by our engineering and computer science graduates as well as through the evidence on student learning outcomes accumulated through the initiative.

Further, practices, curricula, and evidenced generated by this initiative will be shared with all SUS and FCS institutions, allowing them to adopt and adapt practices for their use, fostering greater efficiencies through shared system resources. This provides the opportunity to position Florida as the first State in the nation to implement evidence-based instruction and learning technologies throughout the engineering and computer science programs.

### **Alignment with SUS Strategic Priorities / 2017 FIU Work Plan**

The Initiative is very well aligned with the goals of the SUS strategic plan (including *Improve the quality and relevance of the System's institutions* and *Increase Degree Productivity and Program Efficiency*) as well as the SUS Strategic Priorities in Teaching & Learning; Scholarship, Research & Innovation; and Community & Business Engagement. First, it will increase the number of degrees awarded at FIU, especially in the Engineering and Computer Science STEM fields, as well as the quality of those degrees by transforming instructional practices. Second, it will increase research commercialization activities through providing a workforce well-prepared for driving a knowledge economy and triggering start-up companies. Further, the program and classroom transformation and education research outcomes have the potential to lead to commercialization. Third, it directly increases the community and business workforce, as our graduates will be well prepared to be fully employed in their disciplines upon graduation or to seek further educational opportunities.

The initiative immediately addresses the SUS Strategic Priorities, including:

- ***Strategic Priorities for a Knowledge Economy: GOAL: Increase the Number of Degrees Awarded in STEM/Health and Other Programs of Strategic Emphasis*** *Increase student access and success in degree programs in the STEM/Health fields and other Programs of Strategic Emphasis that respond to existing, evolving, and emerging critical needs and opportunities.* This directly addresses improving both the quantity and quality of not only Engineering and Computer Science degrees but all other STEM degrees as improvements to foundation courses, such as the calculus sequence, that will benefit all STEM majors.
- ***Strategic Priorities for a Knowledge Economy GOAL: Increase Research Commercialization Activities:*** *Increase the number of patents, licenses and start-up companies created as a result of university research.* The initiative develops students' inquiry, collaboration and out-of-the-box thinking skills, thus providing them the opportunity to make authentic and significant contributions to the knowledge economy. Furthermore, improvements throughout the engineering and computer science programs will serve to produce more innovative and fully-developed senior research projects increasing the likelihood of successful patents, licenses, and start-ups.
- ***Strategic Priorities for a Knowledge Economy: GOAL: Increase Community and Business Workforce*** *Increase the percentage of graduates who continue their education or are employed full-time.* The project optimizes the preparation

of Engineering and Computer Science STEM majors, so they may either continue their education or rapidly enter the workforce.

The initiative immediately addresses FIU's 2017 work plan goals and objectives, including:

- Mission: Provides *high-quality teaching and state-of-the-art-research* for our students and diverse population of South Florida.
- Vision: Provides *student learning, innovation, and collaboration*.
- Strategy: Bringing the best educational and research practices establishes *a local and national solutions center, an engine of change for South Florida and beyond and a catalyst for innovation and entrepreneurship*. It takes responsibility to our community seriously and invests in efforts to be proactive and substantive in the support of student success and economic development.
- Strategy: Integrated into FIU *Beyond Possible 2020* Strategic Plan that will increase the number of graduates by 20% by 2020 to meet the educated workforce needs of South Florida.
- Key Initiatives & Investments 1) Student Success: Directly impacts FIU's commitment to *student success and is continuously developing and deploying strategies to improve retention and graduation*.
- Key Initiatives & Investments 2) The STEM Transformation Institute, leading the initiative, is one of five **Preeminent Programs**. *FIU's goal is to be a World's Ahead university that creates an innovation nexus where preeminent programs and teams drive research, creativity, innovation, and education. To be more effective, efficient and strategic in building its research and the quality and impact of its research and scholarly enterprise... Preeminent Programs represent the leading edge of FIU's research, including graduate and undergraduate research engagement. These programs help our university serve our community, our state, our nation, and our world. Moreover, they provide opportunities for winning grants and support, provide focus for the Next Horizon capital campaign, and support student success.*
- Key Initiatives & Investments 3) Initiative catalyzes FIU students for **StartUp FIU**, a university-wide initiative to foster and develop innovation and entrepreneurship to pursue opportunities in the Fourth Industrial Revolution. *These opportunities include the development of breakthrough technologies, the pursuit of enterprises that close social or environmental gaps and the creation of companies that can create meaningful jobs of the future. Disruptive technologies and the digital economy have fundamentally changed behavior.*
- Key Initiatives & Investments 3) *Students that are not only trained to take on highly skilled jobs but who can also choose to be inventors or business creators.* Initiative develops the skills and talents of engineering and computer science students so they may be the innovators and entrepreneurs driving StartUp FIU.

- Institution Specific Goal Metric #1: Percent of Student Credit Hours on Hybrid and Online Education. Prepares faculty to teach both online and hybrid courses in engineering and computer science.
- Institution Specific Goal Metric #2: Internships: Develops the skillset of engineering and computer science majors so they earn top-quality internships.
- Institution Specific Goal Metric #3: Percent of First Generation Undergraduate Student Enrollment: Implements interventions targeting first generation STEM students.

### **Impact on Academic Programs, Student Enrollments, Student Services**

Every engineering and computer science student at FIU will benefit from the implementation through new and improved first-year engineering programming, implementation of evidenced-based practices in STEM coursework, and mental health interventions. The culture of teaching and learning in Engineering and Computer Science departments will likewise be transformed, toward evidence-based and data-informed improvement. These transformations will reduce individual course failure rates by at least 30% within two years of implementation, leading towards an overall goal of an additional 15% increase in graduation rates. This goal is aligned with the standard of excellence as established by the SUS Performance Funding Metrics. As was the case in physics, we anticipate increases in the number of Engineering and Computer Science majors.

**II. Return on Investment** - *Describe the outcome(s) anticipated, dashboard indicator(s) to be improved, or return on investment. Be specific. For example, if this issue focuses on improving retention rates, indicate the current retention rate and the expected increase in the retention rate. Similarly, if it focuses on expanding access to academic programs or student services, indicate the current and expected outcomes.*

The Initiative leverages existing commitments to education transformation and a national climate devoted to classroom education reform. It will increase research capacity and funding opportunities that will lead to increased grant funding, improved student performance, and national recognition. Further, it will stimulate adoption of similar instructional innovation at universities and colleges across the state. The initiative explicitly targets: revitalizing the first-year engineering and computer science programs, preparing faculty to implement innovative instruction in the STEM classrooms, gathering and analyzing classroom data, and disseminating the classroom transformation model for the state. These actions will lead to improved student learning and success in STEM courses that will lead to improved retention, graduation rates, and employment.

Curricular changes to the first-year engineering and computer science programs of study will be put into place in the first three months of the initiative, which will impact all entering engineering and computer sciences students, roughly 1,704 annually.

The intensive Faculty Institute will provide professional development to least twenty additional faculty annually in integrating evidence-based instruction, cutting edge

assessment, and learning technologies in their classrooms. This will directly impact approximately 12,000 student enrollments annually, and they will continue to impact similar student enrollments in later years. All engineering and computer science students will enroll in at least one of the newly renovated courses within one year of the initiative's launch.

Student mental health/wellness interventions will be piloted in the first semester after initiative launch and impact at least half of the entering engineering and computer science students and measures on the impact will be determined over the next two semesters. Within three years, all entering engineering and computer science students will have the opportunity to benefit from the interventions.

The model for faculty professional development will be established through research on faculty practices and student impact. It is anticipated that this will lead to the DBER faculty producing at least 80 scholarly products (publications and presentations) annually in the first three years, growing to at least 120 within five years. We also expect all new DBER faculty to attract external funding to the institution within 18 months of hire. All of our recent DBER faculty hires attracted external funding within six months to one year of arrival; several have already been awarded more than one grant.

The initiative will also drive improved student learning and success in the courses, leading to improved retention and graduation rates. Student learning outcomes are a key driver to sustained transformative instruction (as well as a critical feedback loop element) and will be reported through the scholarly products. Based on prior FIU initiatives and national trends in active learning, we expect a 30 - 40% decrease in failure rates in large enrollment introductory courses within four semesters of implementing evidence-based instruction. For the courses with failure rates of 20-40%, this translates to an 8-16% decrease in failure rate. We expect this to increase an additional 10% within three years and be sustained for at least a decade. We base this on prior work at FIU and active learning literature. At FIU, College Algebra passing rates increased by 25% after evidence-based instruction was introduced across all sections in Fall 2012, then rising to the current 35% increase in average pass rate (compared to the Fall 2010 baseline). We have also seen a 70% decrease in failure rates in our studio-based introductory physics courses, compared to lecture courses. A 2014 Proceedings of the National Academies of Science publication found an average 35.5% decrease in reported failure rates when comparing active learning in all STEM disciplines to lecture courses ([www.pnas.org/cgi/doi/10.1073/pnas.1319030111](http://www.pnas.org/cgi/doi/10.1073/pnas.1319030111)).

We will transform the education experience for FIU's 4,558 engineering and computer science majors as well as the majority of science and mathematics majors (through the introductory science and mathematics course transformations), over 80% of which are from traditionally underrepresented minority groups and 25% of which are first generation students.

Ultimately, this initiative drives economic development by substantially improving learning and skill development for our students, as well as enhancing efficiency in degree attainment. Our graduates will be well prepared to tackle existing, evolving, and

emerging critical needs and opportunities in the global society and technology driven marketplace. They will be the innovators, entrepreneurs, and start-up leaders of the future. Their reputation for solving global challenges will attract the top technology companies to South Florida. Thus FIU will be *the* reliable catalyst for South Florida's highly skilled and diverse engineering and computer science workforce.

**III. Facilities** *(If this issue requires an expansion or construction of a facility, please complete the following table.):*

	Facility Project Title	Fiscal Year	Amount Requested	Priority Number
1.	Active Learning Room Renovations	2018/19	\$800,000	
2.	LA Commons Hub Renovation	2018/19	\$300,000	

**2018-2019 Legislative Budget Request**  
**Education and General**  
**Position and Fiscal Summary**  
**Operating Budget Form II**  
(to be completed for each issue)

**University:** Florida International Univ.  
**Issue Title:** Targeted STEM Initiatives

	RECURRING	NON-RECURRING	TOTAL
<hr/>			
<u>Positions</u>			
Faculty	10.00	0.00	10.00
Other (A&P/USPS)	9.00	0.00	9.00
	-----	-----	-----
Total	19.00	0.00	19.00
	=====	=====	=====
 <u>Salary Rate (for all positions noted above)</u>			
Faculty	\$1,125,641	\$0	\$1,125,641
Other (A&P/USPS)	\$582,500	\$0	\$582,500
	-----	-----	-----
Total	\$1,708,141	\$0	\$1,708,141
	=====	=====	=====
Salaries and Benefits	\$2,275,585	\$0	\$2,275,585
Other Personal Services	\$1,414,749	\$0	\$1,414,749
Expenses	\$205,000	\$0	\$205,000
Operating Capital Outlay	\$0	\$1,100,000	\$1,100,000
Electronic Data Processing	\$0	\$0	\$0
Special Category (Specific)	\$0	\$0	\$0
	\$0	\$0	\$0
	\$0	\$0	\$0
	\$0	\$0	\$0
	-----	-----	-----
Total All Categories	\$3,895,334	\$1,100,000	\$4,995,334
	=====	=====	=====



**State University System  
Florida Board of Governors  
2018-2019 Legislative Budget Request Instructions  
Forms I and II**

The main objective of Form I and Form II is to align the university's budget issues and dollar values with the goals and objectives of the strategic priorities and the 2017 University Work Plan established by each university.

For FY 2018-2019, each university should submit one Form I and Form II for each budget issue and any system-wide issue identified as a critical system-wide need. Any issues unique to a branch campus or a special unit (e.g., IFAS Workload Initiative) should not be rolled into the main campus request, but reflected separately by use of the forms provided.

For system-wide issues, consideration will be given to issues that allow for greater efficiencies through shared system resources or identified as a system-wide need. If requesting funds as such, please list all university participants of the initiative and check the box "Shared Services/System-Wide Issue".

For new issues identified by a university as a priority issue for 2018-2019, please check the box "New Issue for 2018-2019".

**Please keep in mind that all issues submitted for consideration by the Board should align with the goals and objectives of the strategic priorities and work plan established by each university.**

**State University System  
Education and General  
2018-2019 Legislative Budget Request  
Form I**

<b>University(s):</b>	<b>Florida International University</b>
<b>Issue Title:</b>	<b>University-Industry Research &amp; Development Lab</b>
<b>Priority Number</b>	
<b>Recurring Funds Requested:</b>	<b>\$0</b>
<b>Non-Recurring Funds Requested:</b>	<b>\$5,400,000</b>
<b>Total Funds Requested:</b>	<b>\$5,400,000</b>
<b>Please check the issue type below:</b>	
<b>Shared Services/System-Wide Issue for Fiscal Year 2018-2019</b>	<input type="checkbox"/>
<b>New Issue for Fiscal Year 2018-2019</b>	<input checked="" type="checkbox"/>

- I. Description** – 1. Describe the service or program to be provided and how this issue aligns with the goals and objectives of the strategic priorities and the 2017 Work Plan established by your institution (include whether this is a new or expanded service/program). If expanded, what has been accomplished with the current service/program? 2. Describe any projected impact on academic programs, student enrollments, and student services.

**University-Industry Research & Development Lab:**

University-Industry Research & Development Lab is an expansion of FIU's successful StartUP FIU initiative. University-Industry Research & Development Lab will focus on partnerships with existing private sector industries to foster and develop innovation and entrepreneurship in the current competitive market, which is exemplified by the unprecedented speed with which new technologies are adopted and scaled. One of the challenges facing industry is how to continue to provide value to customers and remain competitive in this uncertain environment of rapid change. The one certainty is that every organization needs to incorporate technology solutions into its operations, products or services or risk loss of competitiveness.

As universities and industry face financial challenges and global competition, academic-industry partnerships are becoming increasingly important to R&D

and innovation. Global competition, and rapidly evolving technologies are changing the way innovation moves to the marketplace, as well as the way people work. As private businesses face increased pressure to do more with fewer resources, and universities increasingly engage in applied research as part of the training of students, university-industry partnerships have become increasingly important. This is also influenced by the fact that industries have shifted focus from investing in long-term, discovery-based R&D efforts, toward shorter-term strategies that identify and target consumer needs and trends. Yet, innovation remains essential for industry, as scientific discoveries and technological breakthroughs continue to be necessary for industry and for addressing society's greatest needs.

University-Industry Research & Development Lab will foster partnerships with the private sector focusing on rapid adaptation of university inventions and technology into the private sector, as well as university technological solutions to needs expressed by industry. Collaborations will involve equal investment of resources from FIU and industry for support in technology transfer, as well as one-on-one access to the brightest minds in technology distribution, supply chain management and next-generation technologies during customized programs which can be tailored to be executed in one month all the way to 12-18 months depending on the challenge.

Specific initiatives and programs of University-Industry Research & Development Lab will include:

- Support partnerships between FIU inventors/innovators and industry partners focused on incorporation of technological innovations into industry needs.
- Create programs from one month to 18 month duration focusing on the adaptation of university innovation and inventions into the commercial sector of industry partners.
- Provide seed funding for matching investments by industry for collaboration between FIU faculty and students with industry to address specific R&D needs of industry.
- Establish micro credentials and specialized trainings for students that responds to specific industry needs.
- Support staffing, including a director, to manage the program.
- Create and deliver regular workshops focusing on enhancing university-industry partnerships, and greater connection between the technology transfer process, and other entrepreneurial programming and supporting FIU students, faculty and staff in the commercialization space.
- Identify, coordinate and connect FIU entrepreneurial activities to develop synergies, provide economies of scale, organizational support and visibility to the external private sector audience.

- Provide hands on training to FIU students in real-world situations, which will close the gap between college education and career readiness.
- Prepare students to enter high-wage careers post-graduation.

### **Current Program Accomplishments:**

University-Industry Research & Development Lab builds on the success of StartUP FIU. The demand for StartUP FIU has been overwhelming. From students to early stage startups to multi-billion dollar corporations, there was a need for our service. The StartUP FIU framework of engage, empower and enrich allowed the team to gain crucial insights into gaps of support. One of these gaps is the ability to support existing industry with research and development for new technologies and rapid prototyping to get to market.

The framework of engage, empower and enrich meant that the StartUP FIU team had to work across the spectrum of innovation and entrepreneurship. For example, “Engage” allows students, faculty and the community to explore entrepreneurship through activities such as workshops, speakers and hackathons. “Empower” offers two incubators and a business accelerator where entrepreneurs can leverage unique University resources and experienced advisors to develop scalable companies whether in the idea, prototype or company formation stage. And “Enrich” supports curriculum, program and degree development across the schools and colleges of FIU to provide students, faculty and the community with the latest thinking and best practices in innovation. The examples below demonstrate some of the accomplishments related to these principles in the last year:

- Created nine new companies, 50 new jobs and 44 new student internships.
- Hosted nearly 20 events that attracted 2,000 in person attendees and over 12,000 online attendees, 60% of whom were students.
- 500 applications were received for the first three cohorts of the Empower accelerator.
- 40 teams participated in the two cohorts, 50% of which were student teams.
- Over 50 investors attended the first two pitch days of the Empower Accelerator.
- Four faculty research teams participated in Cohort 2 of the Empower accelerator.
- StartUP FIU designed and redesigned five courses at the Honors College and College of Arts, Sciences and Education reaching over 100 students.

- StartUP FIU Food, an incubator in partnership with the Chaplin School of Hospitality and Tourism Management and funded by Citi Foundation, accepted its first cohort of 12 local food entrepreneurs.
- The development of an incubator in the Miami suburb of West Kendall to foster a technology cluster growth in the area.
- Supported fine arts incubator development for the College of Communication, Architecture + the Arts funded by the Ratcliffe Foundation.

### **Expansion that Leverages Current Success:**

While StartUP FIU will continue to focus on Startups, University-Industry Research & Development Lab will provide a platform to explore and support technology and engineering-based solutions for existing companies. Recognizing that even companies with significant revenue still need a workforce that is ready to solve problems, University-Industry Research & Development Lab will allow for academic-industry collaborations that seek to solve current challenges using human ingenuity (in faculty and students) to design technology based solutions. Initially, University-Industry Research & Development Lab will be able to draw from FIU's depth of research and scholarship in its preeminent and emerging preeminent programs to support solutions for specific industries. These FIU preeminent areas of expertise that can provide solutions to industry include wind engineering, water and the environment, STEM education, bio-medical, electrical and materials engineering, child and adolescent mental and behavioral health, health disparities, tropical conservation, neuroscience, and transportation infrastructure. Bringing preeminent researchers and students to the table to solve challenges faced by industry leaders will lead to breakthrough technological solutions with commercial application.

University-Industry Research & Development Lab will also address another significant need, career-ready students. Technology companies such as Magic Leap (10,000 new jobs), Facebook, Amazon and Chewy.com are expanding operations, as are seasoned companies such as Carnival Corporation and Baptist Health. The one thing these companies need is a continuous pipeline of talent. StartUP FIU and University-Industry Research & Development Lab will provide students with hands on experience in a supported environment to critically think through tough, real problems facing companies as well as prototype and implement solutions. This team-based, university supported industry collaboration would attract the best students and the best companies eager to build their talent.

### **Alignment with SUS Strategic Priorities:**

University-Industry Research & Development Lab immediately addresses the BOG's 2025 System Strategic Plan priorities of transforming and revitalizing Florida's economy and society through research, creativity, discovery and innovation, and to deliver knowledge to advance the health, welfare and economy through community and business engagement and service. Specifically, University-Industry Research & Development Lab is well aligned with the SUS Strategic Priorities in Teaching & Learning; Scholarship, Research & Innovation; and Community & Business Engagement. First, it will advance hands-on student learning in STEM/Health and other programs of strategic emphasis through industry-based experiences and micro credentialing of students. Second, it will increase research commercialization activities and patent production through partnerships with industry geared toward rapid technological solutions for industry. Third, it will assist in providing a workforce well-prepared for driving a knowledge economy and responsive to industry through the engagement of graduate and undergraduate students in the collaborative research with industry, as well as providing micro credentialing that prepare students to be better equipped for the workforce. Fourth, it directly increases the community and business workforce, as our graduates will be well prepared to be fully employed upon graduation or to seek further educational opportunities.

### **Alignment with FIU 2017 Work Plan:**

University-Industry Research & Development Lab immediately addresses FIU's 2017 Work Plan goals and objectives:

First, University-Industry Research & Development Lab aligns with FIU's Mission and Vision:

- Mission: Provides *high-quality teaching, state-of-the-art-research, and collaborative engagement with our local and global communities.*
- Vision: Provides *student learning, innovation, and collaboration.*

Second, University-Industry Research & Development Lab aligns with the Work Plan's three key initiatives: **Student Success, Preeminent Programs, and StartUP FIU.**

In terms of student success, University-Industry Research & Development Lab will:

- Engage graduate and undergraduate students in the collaborative FIU-industry projects leading to technology transfer to industry needs.
- Provide micro credentialing and workshops, in collaboration with industry, that prepare students for workforce opportunities with industry.

- Provide student internships and hands-on experiences in an interdisciplinary setting.

In terms of Preeminent Programs, University-Industry Research & Development Lab will:

- Focus collaboration for solutions to industry programs through its preeminent and emerging preeminent programs of transportation, child mental and behavioral health, water and environmental challenges, wind engineering, health disparities, brain/neuroscience, and tropical biodiversity.
- Utilize the expertise of FIU's STEM Transformation Institute to drive training innovation in the preparation of students for workforce collaboration with industry.
- Engage students with FIU's premier programs, its top faculty, research facilities and cutting-edge science to expand their knowledge base broaden their perspectives and expose/train them to the rigors of excellence.

In terms of StartUP FIU, University-Industry Research & Development Lab represents an expansion of StartUP FIU by:

- Focusing on utilizing FIU technology and innovation to solve existing industry challenges.
- Licensing of FIU inventions and technologies to industry to commercially scale societal impact.
- Providing continuity of engagement with companies that are created as part of StartUP FIU.
- Expanding StartUP FIU's student engagement and training into micro credentials and workshops that better prepare students to enter the workforce.

**II. Return on Investment** - Describe the outcome(s) anticipated, dashboard indicator(s) to be improved, or return on investment. Be specific. For example, if this issue focuses on improving retention rates, indicate the current retention rate and the expected increase in the retention rate. Similarly, if it focuses on expanding access to academic programs or student services, indicate the current and expected outcomes.

The University-Industry Research & Development Lab initiative will directly impact key performance areas for FIU, including innovation and patent production, research funding (including the diversification of external research funding), technology transfer (including increased licensing revenue), and student engagement in R&D experiences with FIU faculty and industry. Specifically, we expect that FIU-TE will contribute to:

- A 20% increase in annual invention disclosures from the current rate of 70 to 84.
- A 30% increase in annual patent applications from the current 65 to 85.
- A four-fold increase in annual licensing income from current FIU rates of ~\$35,000 to \$140,000 annually.
- The annual engagement of 50 graduate and undergraduate students in collaborative projects between FIU faculty and industry partners.
- The engagement of 5,000 FIU students in courses, micro credentialing and workshops directly related for workforce preparation geared to the needs of University-Industry Research & Development Lab industry partners.

**III. Facilities** *(If this issue requires an expansion or construction of a facility, please complete the following table.):*

	Facility Project Title	Fiscal Year	Amount Requested	Priority Number
1.	University-Industry Collaborative Solutions Laboratory	2017/18	\$3,500,000	



**2017-2018 Legislative Budget Request**  
**Education and General**  
**Position and Fiscal Summary**  
**Operating Budget Form II**  
(to be completed for each issue)

**University:** Florida International University  
**Issue Title:** Research & Development Lab

	<b>NON-RECURRING</b>		<b>TOTAL</b>
<u>Positions</u>			
Faculty		0.00	0.00
Other (A&P/USPS)		0.00	0.00
	-----	-----	-----
Total	0.00	0.00	0.00
	=====	=====	=====
<u>Salary Rate (for all positions noted above)</u>			
Faculty		\$0	\$0
Other (A&P/USPS)		\$0	\$0
	-----	-----	-----
Total	\$0	\$0	\$0
	=====	=====	=====
Salaries and Benefits	\$0	\$0	\$0
Other Personal Services	\$0	\$0	\$0
Expenses		\$0	\$0
Operating Capital Outlay	\$0	\$3,500,000	\$3,500,000
Electronic Data Processing	\$0	\$0	\$0
Special Category (Industry Matching Projects)		\$1,500,000	\$1,500,000
Technical Equipment	\$0	\$400,000	\$400,000
	\$0	\$0	\$0
	\$0	\$0	\$0
	-----	-----	-----
Total All Categories	\$0	\$5,400,000	\$5,400,000
	=====	=====	=====

*New Business*

**G4**

**THE FLORIDA INTERNATIONAL UNIVERSITY**  
**BOARD OF TRUSTEES**  
**Governance Committee**  
September 7, 2017

**Subject: Facility Security Clearance; Exclusion of Certain Directors and Officers**

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**Proposed Committee Action:**

Adopt a Resolution that excludes the named members of the FIU Board of Trustees from the requirements for a personnel security clearance.

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**RESOLUTION**

WHEREAS, Florida International University (“FIU”) , a university in the State University System of Florida, desires to enter into contractual obligations with agencies of the United States Government, including contractual obligations requiring security clearance, and

WHEREAS, 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 contractor’s security clearance, and

WHEREAS, said DoD policy permits the exclusion from the personnel security clearance requirement of members of the Board of Trustees and other officers, provided that this Board adopts a resolution stating that such Board members and officers (designated by name) shall not require, shall not have, and can be effectively excluded from access to all classified information in the possession of FIU, and that they do not occupy positions that would enable them to adversely affect FIU’s policies or practices in the performance of classified contracts for the DoD or other agencies of the National Industrial Security Program.

NOW THEREFORE, BE IT RESOLVED, that the following Board of Trustees members shall not require, shall not have, and can be effectively excluded from access to all classified information in the possession of FIU, and do not occupy positions that would enable them to adversely affect FIU’s policies or practices in the performance of classified contracts for the DoD or other agencies of the National Industrial Security Program. As such, they are excluded from the requirements for a personnel security clearance.

Claudia Puig  
Jorge L. Arrizueta  
Cesar Alvarez  
Jorge J. Armas  
Leonard Boord  
Dean C. Colson  
Gerald C. Grant, Jr.  
Michael G. Joseph

Trustee, Chair  
Trustee, Vice Chair  
Trustee  
Trustee  
Trustee  
Trustee  
Trustee

Natasha Lowell	Trustee
Justo L. Pozo	Trustee
Marc D. Sarnoff	Trustee
Krista M. Schmidt	Trustee
Kathleen L. Wilson	Trustee

This action is in the form of a resolution to take effect immediately upon adoption.

Adopted this DATE by the Board of Trustees of Florida International University.

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Claudia Puig  
Chair  
FIU Board of Trustees

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Mark B. Rosenberg  
Corporate Secretary  
FIU Board of Trustees