

ARTICLE 11
GRIEVANCE AND ARBITRATION PROCEDURE

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11X.1 Policy/Informal Resolution. The parties agree that all problems should be resolved, whenever possible, before the filing of a grievance but within the time limits for filing grievances stated elsewhere in this Article, and encourage open communications between administrators and employees so that resorting to the formal grievance procedure will not normally be necessary. The parties further encourage the informal resolution of grievances whenever possible. At each step in the grievance process, participants are encouraged to pursue appropriate modes of conflict resolution including the use of mediation. The purpose of this Article is to promote a prompt and efficient procedure for the investigation and resolution of grievances. The procedures hereinafter set forth shall be the sole and exclusive method for resolving the grievances of employees as defined in this Article.

11X.2 Definitions and Forms. As used in this Article:

(a) The term "grievance" shall mean a dispute filed on a form referenced in Section **11X.2(d)** concerning the interpretation or application of a specific term or provision of this Agreement, subject to those exclusions appearing in other Articles of this Agreement. The grievance must explicitly specify the term of this Agreement that has been violated, or that is in question, and how this affects the Grievant. For an item to be grievable, the grievance must allege a procedural violation of this Agreement. Decisions made by the University which followed appropriate processes are not grievable.

(b) The term “grievant” shall mean an employee or group of employees who has/have filed a grievance in a dispute over a provision of this Agreement which confers rights upon the employee(s). In accordance with state law, the UFF may file a chapter grievance on behalf of a person, a group of people, or the chapter itself. In order to process a chapter grievance submitted on behalf of a group of employees, the grievance ~~form~~ must identify the group with sufficient specificity to allow the University to identify the individual members. A chapter grievance shall identify the specific remedy sought for the members.

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1 (c) A chapter grievance or a grievance of a decision made by the President or Provost may
2 be initiated at Step 2. The parties may agree to consolidate grievances of a similar nature
3 to expedite the review process.

4
5 (d) Grievance Forms. Each grievance, request for review, and notice of arbitration must be
6 submitted in writing on the appropriate form attached to this Agreement as Appendix X,
7 and shall be signed by the grievant. All grievance forms shall be dated and assigned an
8 identifying number by the General Counsel’s office when the grievance is received. If there
9 is difficulty in meeting any time limit, the UFF representative may sign such documents
10 for the grievant; however, grievant’s signature shall be provided prior to the Step 1 meeting
11 or Step 2 review if filed directly at Step 2. All subsequent grievance forms ~~other than the~~
12 ~~initial filing shall~~ may be filed by ~~means of~~ email, to the University’s Office of the General
13 Counsel fax, United States mail, or any other recognized means of delivery, and must will
14 contain the identifying grievance number once assigned.

15
16 ~~11X.3~~ Burden of Proof. The burden of proof ~~shall be on the University only in~~
17 ~~all disciplinary~~ grievances ~~in accordance with Article X1(Disciplinary Action), and~~
18 ~~grievances limited to the issue of the length or lack of notice identified in Article X2(Layoff~~
19 ~~Notice) based on the “where circumstances permit” clause. In all other grievances, the~~
20 ~~burden of proof~~ shall be on the employee.

21
22 ~~11X.4~~ Representation. UFF shall have the exclusive right to represent any employee in ~~an~~
23 ~~Article X~~ grievance unless an employee elects self-representation or to be represented by
24 legal counsel. If an employee elects not to be represented by UFF, the University shall
25 promptly inform UFF in writing of the grievance. ~~No~~ The resolution of any individually
26 processed grievance shall not be inconsistent with the terms of this Agreement and for this
27 purpose UFF shall have the right to have an observer present at all meetings called to
28 ~~discuss for the purpose of discussing~~ such grievance and shall be sent copies of all decisions
29 at the same time as they are sent to the other parties.

30
31 ~~11X.5~~ Grievance Representatives. UFF shall annually furnish to the University a list of all
32 persons authorized to act as grievance representatives and shall update the list as needed.
33 The UFF grievance representative shall have the responsibility to meet all classes, office
34 hours, and other duties and responsibilities incidental to the assigned workload. ~~Some of~~

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1 ~~these activities are scheduled to be performed at particular times.~~ Such representative shall
2 have the right during times outside of those hours scheduled for these activities to
3 investigate, consult, and prepare grievance presentations and attend grievance hearings and
4 meetings. Should any hearings or meetings with the Vice Provost of Assessment and
5 Instruction Academic Support Services, Provost, or their designees necessitate rescheduling
6 of assigned duties, the representative may, with the approval of the appropriate
7 administrator, arrange for the rescheduling of such duties or their coverage by colleagues.
8 Such approval shall not be unreasonably withheld.

9
10 ~~11~~.6 Appearances.

11
12 (a) When an employee participates during working hours in an arbitration proceeding as
13 the grievant, or in an official capacity during ~~or in~~ a grievance meeting between the grievant
14 or representative and the University, that employee's compensation shall neither be reduced
15 nor increased for time spent in those activities.

16
17 (b) Prior to participation in any such proceedings, conferences, or meetings, the employee
18 shall make arrangements acceptable to the appropriate supervisor for the performance of
19 the employee's duties. Approval of such arrangements shall not be unreasonably withheld.
20 Time spent in such activities outside regular working hours shall not be counted as time
21 worked.

22
23 ~~11~~.7 Formal Grievance Procedure.

24
25 (a) Filing.

26 (1) A grievance shall be filed (Appendix "X") with the General Counsel's office, with a
27 copy to the Provost's office, Vice Provost of Academic Support Services for this article, or
28 his/her representative at Step 1. ~~Or in the case of a grievance initiated at Step 2, it shall be~~
29 ~~filed with the Provost or designee.~~ In all cases, a grievance must be filed within twenty
30 ~~(20thirty (30))~~ calendar days following the act or omission being grieved, or the date on
31 which the employee knew or reasonably should have known of such act or omission if that
32 date is later. Twenty (20)Thirty calendar days shall be determined by a receipt executed by
33 the office receiving the grievance, or if mailed, by the date of mailing as determined by the
34 postmark.

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1
 2 (b) Time Limits. All time limits contained in this Article may be extended by ~~mutual~~
 3 agreement of the parties, except that the time limits for the initial filing of a grievance may
 4 be extended only by ~~agreement between~~ the University ~~and the UFF~~. Upon failure of the
 5 University to provide a decision within the time limits provided in this Article or as
 6 extended by agreement, the grievant or the UFF, where appropriate, may appeal to the next
 7 step. Upon the failure of the grievant or the UFF, where appropriate, to file an appeal within
 8 the time limits provided in this Article or as extended by agreement, the grievance shall be
 9 deemed to have been resolved by the decision at the prior step or withdrawn.

10
 11 (c) Postponement.

12
 13 ~~23~~ The grievant may, in the timely-filed written grievance at Step 1, request
 14 the postponement of any action in processing the grievance formally for a period
 15 of up to ~~twenty (20)~~~~thirty (30)~~ calendar days, during which period efforts to resolve
 16 the grievance informally shall be made. The initial such request shall be granted.
 17 Upon the grievant's written request, additional extensions ~~should~~ may be granted
 18 by the University, unless to do so would impede resolution of the grievance. ~~upon~~
 19 ~~mutual agreement~~. Upon request, the ~~Vice Provost of Academic Support Services~~
 20 or his/her ~~designee~~~~representative~~ shall, during the postponement period(s), arrange
 21 an informal meeting between the appropriate administrator and the grievant. The
 22 grievant shall have the right to representation by the UFF during attempts at
 23 informal resolution of the grievance. The grievant may, at any time, terminate the
 24 postponement period by giving written notice to the ~~Vice Provost of Academic~~
 25 ~~Support Services~~ or his/her ~~designee~~~~representative~~ that the grievant wishes to
 26 proceed with the Step 1 meeting. If the postponement period, or any mutually
 27 agreed to extension thereof, expires without such written notice, the grievance
 28 shall be deemed informally resolved to the grievant's satisfaction and need not be
 29 processed further.

30
 31 (d) Step 1.

32
 33 ~~22(1)~~ Meeting. The Vice Provost of ~~Assessment and Instruction~~~~Academic Support~~
 34 ~~Services~~ or his/her representative and the grievant and the grievant's representative

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1 shall meet within ten (10) days following (a) receipt of the grievance if no
2 postponement is requested, or (b) receipt of written notice that the grievant wishes
3 to proceed with a Step 1 meeting. At the Step 1 meeting, the grievant shall have the
4 right to present any evidence in support of the grievance, and the grievant and/or
5 the UFF representative or the grievant's legal counsel (if selected pursuant to
6 Section ~~X~~11.4), and the Vice Provost of Assessment and Instruction Academic
7 Support Services or his/her representative, shall discuss the grievance.

8
9 ~~23~~(2) Decision. The Vice Provost of Assessment and Instruction Academic Support
10 Services or his/her representative shall issue a written decision, stating the reasons
11 therefore, to grievant's Step 1 representative within seven (7) days following the
12 conclusion of the meeting. Seven days shall be determined by a receipt executed by
13 the office receiving the grievance, if hand-delivered, or by the date of mailing as
14 determined by the postmark or email, if mailed or emailed. In the absence of an
15 agreement to extend the period for issuing the Step 1 decision, the grievant may
16 proceed to Step 2 if the grievant's Step 1 representative has not received the written
17 decision by the end of the 10th day following the conclusion of the Step 1 meeting.
18 A copy of the decision shall be sent to the grievant and, if the grievant elected self-
19 representation or representation by legal counsel, to the UFF grievance
20 representative. ~~if the grievant elected self-representation or representation by legal~~
21 ~~counsel.~~

22
23 ~~(1)~~(3) Documents. ~~Where practicable, the Step 1 reviewer shall make available to~~
24 ~~the grievant, or grievance representative, documentation referenced in the Step 1~~
25 ~~decision prior to its issuance.~~ All documents referred to in the decision and any
26 additional documents presented by the grievant shall be attached to the decision,
27 together with a list of these documents. ~~In advance of the Step 1 meeting, the~~
28 ~~grievant shall have the right, upon written request, to a copy of any identifiable~~
29 ~~documents relevant to the grievance.~~

30
31 (e) Step 2.

32
33 ~~20~~(1) Review. If the grievance is not satisfactorily resolved at Step 1, the grievant
34 may file a written request for review (Appendix "~~X~~__") with the Provost or designee

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1 within ~~ten (10)~~twenty (20) calendar days following receipt of the Step 1 decision by
2 grievant's Step 1 representative. ~~Ten (10)~~Twenty calendar days shall be determined
3 by a receipt executed by the office receiving the grievance if hand-delivered, or by
4 the date of mailing as determined by the postmark or email, if mailed or emailed.

5
6 21(2) Meeting. The Provost or designee and the grievant and the grievant's
7 representative shall meet no later than seven (7) calendar days following receipt of
8 written notice of request for a Step 2 review. At the Step 2 meeting, the grievant
9 shall have the right to present any evidence in support of the grievance, and the
10 grievant and/or the UFF representative or the grievant's legal counsel (if selected
11 pursuant to section ~~X11.4~~), and the Provost or designee shall discuss the grievance.

12
13 22(3) Decision. The Provost or designee shall issue a written decision, stating the
14 reasons for the decision to grievant's Step 2 representative within five (5) calendar
15 days following the conclusion of the review meeting. Five days shall be determined
16 by a receipt executed by the office receiving the grievance by hand-delivery, or by
17 the date of mailing as determined by the postmark or email, if mailed or emailed. In
18 the absence of an agreement to extend the period for issuing the Step 2 decision,
19 UFF may proceed to Step 3 if the grievant's Step 2 representative has not received
20 the written decision by the end of the 10th calendar day following the conclusion of
21 the Step 2 meeting. Step 2 decisions in grievances not involving alleged procedural
22 violations are final and binding. A copy of the decision shall be sent to the grievant
23 and to UFF if the grievant elected self-representation or representation by legal
24 counsel.

25
26 (f) Step 3 Arbitration.

27
28 19(1) Filing. If ~~at the~~ grievance alleging a procedural violation has not been
29 satisfactorily resolved at Step 2, UFF may, upon the request of the grievant, proceed
30 to arbitration by filing a written notice of the intent to do so (Appendix "X"). Notice
31 of intent to proceed to arbitration must be filed at the Provost's office within ten
32 (10)thirty (30) calendar days after receipt of the Step 2 decision by grievant's Step 2
33 representative, and must be signed by ~~both i) the grievant;~~ and ~~and ii) the~~ UFF
34 representative. Ten (10)~~POLY grievance chair. Thirty (30)~~ days shall be determined

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1 by a receipt executed by the Provost’s office, or by the date of mailing as determined
2 by the postmark or email. The grievance may be withdrawn at any time by the
3 grievant or by the UFF President ~~or Director of Arbitrations~~ at any point during Step
4 3. The parties shall stipulate to the issue(s) prior to the arbitration. In the event a
5 stipulation is not reached, the parties shall proceed to a hearing on arbitrability
6 pursuant to Section ~~11X~~.7(f)(4).

7
8 20(2) Selection of Arbitrator.

9
10 ~~18a.~~ Representatives of the Board and UFF shall mutually agree upon the
11 arbitrator charged with hearing any grievance ~~meet~~ within ten (10) ~~ninety (90)~~ days
12 ~~after the execution of filing a notice of intent to proceed to arbitration. In this-~~
13 ~~Agreement for the event the parties cannot mutually agree upon~~ purpose of
14 selecting an arbitrator, the UFF shall request a panel from the American
15 Arbitration Association, from which the parties shall alternatively strike ~~Panel of~~
16 ten (10) members. Each party will propose ten (10) potential arbitrators. From this
17 list of twenty (20) names, the parties will alternately strike names until a selection
18 is made ~~permanent Panel of ten (10) arbitrators has been selected. The right of the~~
19 ~~first choice to strike from the list shall be determined by a flip of a coin.~~

20
21
22 ~~a.~~ ~~Within fourteen (14) days after receipt of a notice of intent to arbitrate,~~
23 ~~representatives of the Board and the UFF shall meet for the purpose of selecting an~~
24 ~~arbitrator from the permanent Arbitration Panel. Selection shall be by mutual-~~
25 ~~agreement or by alternately striking names from the Panel until one name remains.~~
26 ~~The right of the first choice to strike from the list shall be determined by the flip of~~
27 ~~a coin. The parties may mutually select as the arbitrator an individual who is not a~~
28 ~~member of the Arbitration Panel. The arbitration shall be held within sixty (60)-~~
29 ~~days following the selection of the arbitrator.~~

30
31 ~~(1)~~(3) Authority of the Arbitrator.

32
33 a. The arbitrator shall neither add to, subtract from, modify, nor alter the terms or
34 provisions of this Agreement. ~~Arbitrations~~Arbitration shall be confined solely to the

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1 application ~~and/or interpretation~~ of this Agreement and the precise procedural
2 issue(s) submitted for arbitration. The arbitrator shall refrain from issuing any
3 statements of opinion or conclusions not essential to the determination of the issues
4 submitted.

- 5
- 6 b. ~~The Where an administrator has made a judgment involving the exercise of~~
7 ~~discretion, the~~ arbitrator shall not substitute the arbitrator's or another's judgment
8 for that of the University in any matter. ~~administrator. Nor shall the arbitrator review~~
9 ~~such decision involving the exercise of discretion except for the purpose of~~
10 ~~determining if there has been a violation of a procedural requirement of this~~
11 ~~Agreement.~~
- 12
- 13 e. If the arbitrator determines that the Agreement has been violated, the arbitrator
14 shall direct the University to correct any procedural violations and reapply the
15 applicable procedures. ~~take appropriate action.~~
- 16

17 21(4) Arbitrability. Issues of arbitrability shall be separated from the substantive
18 issue(s) and, whenever possible, determined by means of a hearing conducted by
19 conference call. The arbitrator shall have ten (10) days from the hearing to render a
20 decision on arbitrability. If the issue is judged to be arbitrable, an arbitrator shall
21 then be selected to hear the substantive issue(s) in accordance with the provisions
22 of Section 11X.7(f)(2).

23

24 22(5) Conduct of Hearing. The arbitrator shall hold the hearing ~~at~~ the University,
25 unless otherwise agreed by city where the parties.grievant is employed, unless
26 otherwise agreed by the parties. The hearing shall commence within twenty-five
27 (25) days of the arbitrator's acceptance of selection, or as soon thereafter as is
28 practicable, and the arbitrator shall issue the decision within forty-five (45) calendar
29 days of the close of the hearing or the submission of briefs, whichever is later, unless
30 additional time is agreed to by the parties. The decision shall be in writing and shall
31 set forth findings of fact, reasoning, and conclusions on the issues submitted. Except
32 as modified by the provisions of this Agreement, arbitration proceedings shall be
33 conducted in accordance with the current Labor Arbitration Rules of the American
34 Arbitration Association.

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1
2 23(6) Effect of Decision. The ~~arbitrator's decision or award of the arbitrator~~ shall
3 be final and binding upon the Board, the University, the UFF, and the grievant,
4 provided that either party may appeal to an appropriate court of law a decision that
5 was rendered by the arbitrator acting outside of or beyond the arbitrator's
6 jurisdiction, pursuant to this Agreement and the Florida Arbitration Code as defined
7 by law.
8

9 24(7) Fees and Expenses. ~~The parties shall equally divide all arbitration~~ All fees
10 and expenses ~~of the arbitrator shall divided equally between the parties.~~ Fees and
11 expenses charged by an arbitrator for cancell~~ation~~ after withdrawal is the
12 responsibility of the withdrawing party. Each party shall bear the cost of preparing
13 and presenting its own case including payment of expenses and compensation for
14 its own representatives, attorneys, and witnesses. The party desiring a transcript of
15 the arbitration proceedings shall provide ~~written~~ notice to the other party of its
16 intention to have a transcript of the arbitration made ~~at least one week~~ prior to the
17 ~~date of the~~ arbitration. The party desiring such transcript shall be responsible for
18 scheduling a stenotype reporter to record the proceedings. The party originally
19 requesting a transcript of the proceedings shall pay for any appearance fee of the
20 ~~court~~stenotype reporter.
21

22 ~~11XX~~.8 Filings and Notification. All documents, except the initial filing, required or
23 permitted to be issued or filed pursuant to this Article may be transmitted by email, fax,
24 United States mail, or any other recognized delivery service. ~~If in the event that~~ any action
25 falls due on a Saturday, Sunday, or University recognized holiday, ~~(as referred to in~~
26 ~~Section X (Holidays))~~, the action will be considered timely if it is accomplished by 5:00
27 P.M. on the following business day.
28

29 ~~1120~~.9 Precedent. No complaint informally resolved, or grievance resolved at either Step
30 1 or 2, shall constitute a precedent for any purpose unless agreed to in writing by the Board
31 of Trustees or representatives and the UFF acting through its President or representative.
32

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1 1120.10 Reprisal. No reprisal of any kind will be made by the Board, the University, or
2 the UFF against any grievant, any witness, any UFF representative, or any other
3 participant in the grievance procedure for such participation.
4

5 1120.11 Records. All written materials pertinent to a grievance shall be ~~filed~~-maintained
6 separately from the evaluation file of the grievant or witnesses, except decisions resulting
7 from arbitration or settlement.
8

9 1120.12 Inactive Grievances. A grievance which has been filed at Step 2 or Step 3 and on
10 which no action has been taken by the grievant or the UFF for forty-five (45) calendar days
11 shall be deemed withdrawn and resolved in accordance with the decision issued at the prior
12 Step.
13
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15

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