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**ARTICLE 11**  
**GRIEVANCE AND ARBITRATION PROCEDURE**

11.1 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.

11.2 Definitions and Forms. As used in this Article:

(a) The term "grievance" shall mean a dispute filed on a form referenced in Section 11.2(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. Any such grievance may not challenge a discretionary decision (i.e. promotion, reappointment, discipline, etc.), except to challenge alleged procedural violations of this Agreement. The grievance must specify the act that allegedly violates this Agreement, including the name(s) of any individual(s) which committed the act, the term of this Agreement that has allegedly been violated, and propose a remedy.

(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 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.

**For the University**

**For the UFF**

\_\_\_\_\_  
Mark Bonfanti  
Chief Negotiator

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Candi Churchill  
Chief Negotiator

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

(d) Grievance Forms. Each grievance, request for review, and notice of arbitration must be submitted in writing on the appropriate form attached to this Agreement as Appendix X, and shall be signed by the grievant. All grievance forms shall be dated and assigned an identifying number by the Provost’s office when the grievance is received. If there is difficulty in meeting any time limit, the UFF representative may sign such documents for the grievant; however, grievant’s signature shall be provided prior to the Step 1 meeting or Step 2 review if filed directly at Step 2. All grievance forms other than the initial filing shall be filed by email, to the General Counsel’s office, and must contain the identifying grievance number once assigned.

11.3 Burden of Proof. In all grievances, except those challenging disciplinary actions, the burden of proof shall be on the employee.

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

11.5 Grievance Representatives. UFF shall annually furnish to the University a list of all persons authorized to act as grievance representatives and shall update the list as needed. The UFF grievance representative shall have the responsibility to meet all classes, office hours, and other duties and responsibilities incidental to the assigned workload. Such representative shall have the right during times outside of those hours scheduled for these

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65 activities to investigate, consult, and prepare grievance presentations and attend grievance  
66 hearings and meetings. Should any hearings or meetings with the Vice Provost of  
67 Assessment and Instruction, Provost, or their designees necessitate rescheduling of  
68 assigned duties, the representative may, with the approval of the appropriate  
69 administrator, arrange for the rescheduling of such duties or their coverage by colleagues.  
70 Such approval shall not be unreasonably withheld.

71

72 11.6 Appearances.

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

77

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

83

84 11.7 Formal Grievance Procedure.

85

86 (a) Filing.

87 (1) A grievance shall be filed (Appendix "X") with the General Counsel's office, or  
88 his/her representative at Step 1. Or in the case of a grievance initiated at Step 2, it shall  
89 be filed with the Provost or designee. In all cases, a grievance must be filed within twenty  
90 (20) days following the act or omission being grieved, or the date on which the employee  
91 knew or reasonably should have known of such act or omission if that date is later. Twenty  
92 (20) days shall be determined by a receipt executed by the office receiving the grievance,  
93 or by the date of mailing as determined by the postmark.

94

95 (b) Time Limits. All time limits contained in this Article may be extended by agreement  
96 of the parties, except that the time limits for the initial filing of a grievance may be

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Date

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97 extended only by the University. Upon failure of the University to provide a decision  
98 within the time limits provided in this Article or as extended by agreement, the grievant  
99 or the UFF, where appropriate, may appeal to the next step. Upon the failure of the  
100 grievant or the UFF, where appropriate, to file an appeal within the time limits provided  
101 in this Article or as extended by agreement, the grievance shall be deemed to have been  
102 resolved by the decision at the prior step or withdrawn.

103  
104 (c) Postponement.

- 105  
106 (1) The grievant may, in the timely-filed written grievance at Step 1, request the  
107 postponement of any action in processing the grievance formally for a period of  
108 up to thirty (30) days, during which period efforts to resolve the grievance  
109 informally shall be made. The initial such request shall be granted. Upon the  
110 grievant's written request, additional extensions may be granted unless to do so  
111 would impede resolution of the grievance. Upon request, the Provost or his/her  
112 designee shall, during the postponement period(s), arrange an informal meeting  
113 between the appropriate administrator and the grievant. The grievant shall have  
114 the right to representation by the UFF during attempts at informal resolution of the  
115 grievance. The grievant may, at any time, terminate the postponement period by  
116 giving written notice to the Provost or his/her designee that the grievant wishes to  
117 proceed with the Step 1 meeting. If the postponement period, or any mutually  
118 agreed to extension thereof, expires without such written notice, the grievance  
119 shall be deemed informally resolved to the grievant's satisfaction and need not be  
120 processed further.

121  
122 (d) Step 1.

- 123  
124 (1) Meeting. The Vice Provost of Assessment and Instruction or his/her representative  
125 and the grievant and the grievant's representative shall meet within ten (10) days  
126 following (a) receipt of the grievance if no postponement is requested, or (b)  
127 receipt of written notice that the grievant wishes to proceed with a Step 1 meeting.  
128 At the Step 1 meeting, the grievant shall have the right to present any evidence in

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129 support of the grievance, and the grievant and/or the UFF representative or the  
130 grievant's legal counsel (if selected pursuant to Section X.4), and the Vice Provost  
131 of Assessment and Instruction or his/her representative, shall discuss the  
132 grievance.  
133

134 (2) Decision. The Vice Provost of Assessment and Instruction or his/her  
135 representative shall issue a written decision, stating the reasons therefore, to  
136 grievant's Step 1 representative within seven (7) days following the conclusion of  
137 the meeting. Seven days shall be determined by a receipt executed by the office  
138 receiving the grievance, or by the date of mailing as determined by the postmark  
139 or email. In the absence of an agreement to extend the period for issuing the Step  
140 1 decision, the grievant may proceed to Step 2 if the grievant's Step 1  
141 representative has not received the written decision by the end of the 10th day  
142 following the conclusion of the Step 1 meeting. A copy of the decision shall be  
143 sent to the grievant and to the UFF grievance representative if the grievant elected  
144 self-representation or representation by legal counsel.  
145

146 (3) Documents. All documents referred to in the decision and any additional  
147 documents presented by the grievant shall be attached to the decision, together  
148 with a list of these documents.  
149

150 (e) Step 2.  
151

152 (1) Review. If the grievance is not satisfactorily resolved at Step 1, the grievant may  
153 file a written request for review (Appendix "X") with the Provost or designee  
154 within ten (10) days following receipt of the Step 1 decision by grievant's Step 1  
155 representative. Ten days shall be determined by a receipt executed by the office  
156 receiving the grievance, or by the date of mailing as determined by the postmark  
157 or email.  
158

159 (2) Meeting. The Provost or designee and the grievant and the grievant's  
160 representative shall meet no later than seven (7) days following receipt of written

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161 notice of request for a Step 2 review. At the Step 2 meeting, the grievant shall have  
162 the right to present any evidence in support of the grievance, and the grievant  
163 and/or the UFF representative or the grievant's legal counsel (if selected pursuant  
164 to section X.4), and the Provost or designee shall discuss the grievance.  
165

166 (3) Decision. The Provost or designee shall issue a written decision, stating the  
167 reasons for the decision to grievant's Step 2 representative within five (5) days  
168 following the conclusion of the review meeting. Five days shall be determined by  
169 a receipt executed by the office receiving the grievance, or by the date of mailing  
170 as determined by the postmark or email. In the absence of an agreement to extend  
171 the period for issuing the Step 2 decision, UFF may proceed to Step 3 if the  
172 grievant's Step 2 representative has not received the written decision by the end  
173 of the 10th day following the conclusion of the Step 2 meeting. Step 2 decisions  
174 in grievances not involving alleged procedural violations are final and binding. A  
175 copy of the decision shall be sent to the grievant and to UFF if the grievant elected  
176 self-representation or representation by legal counsel.  
177

178 (f) Step 3 Arbitration.  
179

180 (1) Filing. If a grievance alleging a procedural violation has not been satisfactorily  
181 resolved at Step 2, UFF may, upon the request of the grievant, proceed to  
182 arbitration by filing a written notice of the intent to do so (Appendix "X"). Notice  
183 of intent to proceed to arbitration must be filed at the Provost's office within ten  
184 (10) days after receipt of the Step 2 decision by grievant's Step 2 representative,  
185 and must be signed by the grievant and a UFF representative. Ten (10) days shall  
186 be determined by a receipt executed by the Provost's office, or by the date of  
187 mailing as determined by the postmark or email. The grievance may be withdrawn  
188 at any time by the grievant or by the UFF President at any point during Step 3. The  
189 parties shall stipulate to the issue(s) prior to the arbitration. In the event a  
190 stipulation is not reached, the parties shall proceed to a hearing on arbitrability  
191 pursuant to Section 11.7(f)(4).  
192

**For the University**

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(2) Selection of Arbitrator.

- a. Representatives of the Board and UFF shall meet within ninety (90) days after the execution of this Agreement for the purpose of selecting an Arbitration Panel of seven (7) members. Each party shall submit six (6) arbitrators to create a selection list, from which the parties may mutually agree to, or alternatively strike names until they, select the Arbitration Panel. The right of the first choice to strike shall be determined by a coinflip. The Arbitration Panel shall be operative until a successor Agreement is ratified.
- b. The parties shall either mutually agree upon the arbitrator charged with hearing any grievance, or select the arbitrator from the Arbitration Panel as set forth below.n. A mutually agreed upon arbitrator does not need to be a member of the Arbitration Panel. In the event the parties cannot mutually agree upon an arbitrator, and no later than fourteen (14) days after receipt of a notice of intent to arbitrate, the parties shall confer for the purpose of selecting an arbitrator from the panel. The parties shall alternatively strike names from the list until one name remains. The right of the first choice to strike shall be determined by a coinflip.

(3) Authority of the Arbitrator.

- a. The arbitrator shall neither add to, subtract from, modify, nor alter the terms or provisions of this Agreement. Arbitrations shall be confined solely to the application of this Agreement and the precise procedural issue(s) submitted for arbitration. The arbitrator shall refrain from issuing any statements of opinion or conclusions not essential to the determination of the issues submitted.
- b. The arbitrator shall not substitute the arbitrator's or another's judgment for that of the University in any matter.

**For the University**

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Date

\_\_\_\_\_  
Date

- 223 c. If the arbitrator determines that the Agreement has been violated, the arbitrator  
224 shall direct the University to correct any procedural violations and reapply the  
225 applicable procedures.  
226
- 227 d. In cases involving disciplinary action, if the arbitrator determines that the alleged  
228 misconduct leading to the disciplinary action occurred, the arbitrator does not have  
229 authority to modify the given discipline, and the arbitrator shall deny the  
230 grievance. However, if the arbitrator determines that the misconduct did not occur,  
231 the arbitrator shall sustain the grievance and award an appropriate remedy.  
232
- 233 (4) Arbitrability. Issues of arbitrability shall be separated from the substantive issue(s)  
234 and, whenever possible, determined by means of a hearing conducted by  
235 conference call. The arbitrator shall have ten (10) days from the hearing to render  
236 a decision on arbitrability. If the issue is judged to be arbitrable, an arbitrator shall  
237 then be selected to hear the substantive issue(s) in accordance with the provisions  
238 of Section 11.7(f)(2).  
239
- 240 (5) Conduct of Hearing. The arbitrator shall hold the hearing at the University, unless  
241 otherwise agreed by the parties. The hearing shall commence within sixty (60)  
242 days of the arbitrator's acceptance of selection, or as soon thereafter as is  
243 practicable, and the arbitrator shall issue the decision within forty-five (45) days  
244 of the close of the hearing or the submission of briefs, whichever is later, unless  
245 additional time is agreed to by the parties. The decision shall be in writing and  
246 shall set forth findings of fact, reasoning, and conclusions on the issues submitted,  
247 based upon a preponderance of the evidence. Except as modified by the provisions  
248 of this Agreement, arbitration proceedings shall be conducted in accordance with  
249 the current Labor Arbitration Rules of the American Arbitration Association.  
250
- 251 (6) Effect of Decision. The arbitrator's decision shall be final and binding upon the  
252 Board, the University, the UFF, and the grievant, provided that either party may  
253 appeal to an appropriate court of law a decision that was rendered by the arbitrator

**For the University**

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Mark Bonfanti  
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Candi Churchill  
Chief Negotiator

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Date

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Date

254 acting outside of or beyond the arbitrator's jurisdiction, pursuant to this Agreement  
255 and the Florida Arbitration Code as defined by law.  
256

257 (7) Fees and Expenses. The parties shall equally divide all arbitration fees and  
258 expenses. Fees and expenses charged by an arbitrator for cancelation after  
259 withdrawal is the responsibility of the withdrawing party. Each party shall bear the  
260 cost of preparing and presenting its own case including payment of expenses and  
261 compensation for its own representatives, attorneys, and witnesses. The party  
262 desiring a transcript of the arbitration proceedings shall provide notice to the other  
263 party of its intention to have a transcript of the arbitration made prior to the  
264 arbitration. The party desiring such transcript shall be responsible for scheduling  
265 a stenotype reporter to record the proceedings. The party originally requesting a  
266 transcript of the proceedings shall pay for any appearance fee of the court reporter.  
267

268 11.8 Filings and Notification. All documents, except the initial filing, required or  
269 permitted to be issued or filed pursuant to this Article may be transmitted by email, fax,  
270 United States mail, or any other recognized delivery service. If any action falls due on a  
271 Saturday, Sunday, or University recognized holiday, the action will be considered timely  
272 if it is accomplished by 5:00 P.M. on the following business day.  
273

274 11.9 Precedent. No complaint informally resolved, or grievance resolved at either Step 1  
275 or 2, shall constitute a precedent for any purpose unless agreed to in writing by the Board  
276 of Trustees or representatives and the UFF acting through its President or representative.  
277

278 11.10 Reprisal. No reprisal of any kind will be made by the Board, the University, or the  
279 UFF against any grievant, any witness, any UFF representative, or any other participant  
280 in the grievance procedure for such participation.  
281

282 11.11 Records. All written materials pertinent to a grievance shall be filed separately from  
283 the evaluation file of the grievant or witnesses, except decisions resulting from arbitration  
284 or settlement.  
285

**For the University**

**For the UFF**

\_\_\_\_\_  
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\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

286 11.12 Inactive Grievances. A grievance which has been filed at Step 2 or Step 3 and on  
287 which no action has been taken by the grievant or the UFF for forty-five (45) days shall  
288 be deemed withdrawn and resolved in accordance with the decision issued at the prior  
289 Step.  
290  
291

**For the University**

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Mark Bonfanti  
Chief Negotiator

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Date

**For the UFF**

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Candi Churchill  
Chief Negotiator

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Date



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328 Statement of grievance (must include date of acts or omissions complained of and name(s)  
329 of any individual(s) that allegedly committed the acts or omissions):

330

331

332

333 Remedy Sought: \_\_\_\_\_

334

335 III. AUTHORIZATION

336

337 I will be represented in this grievance by: (check one - representative must sign on  
338 appropriate line):

339

340 \_\_\_\_\_ UFF \_\_\_\_\_

341 \_\_\_\_\_ Legal Counsel \_\_\_\_\_

342 \_\_\_\_\_ Myself \_\_\_\_\_

343

344 I (do)\_\_\_\_\_(do not)\_\_\_\_\_ want a postponement for up to 30 days to seek informal  
345 resolution of this grievance.

346

347 I UNDERSTAND AND AGREE THAT BY FILING THIS GRIEVANCE, I WAIVE  
348 WHATEVER RIGHTS I MAY HAVE UNDER CHAPTER 120 OF THE FLORIDA  
349 STATUTES WITH REGARD TO THE MATTERS I HAVE RAISED HEREIN AND  
350 UNDER ALL OTHER UNIVERSITY PROCEDURES WHICH MAY BE AVAILABLE  
351 TO ADDRESS THESE MATTERS.

352

353 This grievance was filed with the Office of the Vice Provost of Assessment and  
354 Instruction (as defined in Section 11.7(a)(1)) on \_\_\_\_\_ by (check one) mail

**For the University**

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\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

355 (certified or registered, restricted delivery, return receipt requested)\_\_\_\_; personal  
356 delivery \_\_\_\_; other (specify) \_\_\_\_\_.  
357 EMAIL  
358  
359  
360 \_\_\_\_\_  
361 Signature of Grievant  
362 (Grievant must sign if grievance is to be processed.)

**For the University**

**For the UFF**

\_\_\_\_\_  
Mark Bonfanti  
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\_\_\_\_\_  
Candi Churchill  
Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date