

**ARTICLE X**  
**GRIEVANCE AND ARBITRATION PROCEDURE**

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X.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.

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

(a) The term "grievance" shall mean a dispute filed on a form referenced in Section X.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.

(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.

(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

38 an identifying number by the Provost’s office when the grievance is received. If there is  
39 difficulty in meeting any time limit, the UFF representative may sign such documents  
40 for the grievant; however, grievant’s signature shall be provided prior to the Step 1  
41 meeting or Step 2 review if filed directly at Step 2. All grievance forms other than the  
42 initial filing may be filed by means of email, fax, United States mail, or any other  
43 recognized means of delivery, and must contain the identifying grievance number once  
44 assigned.

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46 X.3 Burden of Proof. The burden of proof shall be on the University only in disciplinary  
47 grievances in accordance with Article X1(Disciplinary Action), and grievances limited  
48 to the issue of the length or lack of notice identified in Article X2(Layoff Notice) based  
49 on the “where circumstances permit” clause. In all other grievances, the burden of proof  
50 shall be on the employee.

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52 X.4 Representation. UFF shall have the exclusive right to represent any employee in an  
53 Article X grievance unless an employee elects self-representation or to be represented  
54 by legal counsel. If an employee elects not to be represented by UFF, the University  
55 shall promptly inform UFF in writing of the grievance. No resolution of any  
56 individually processed grievance shall be inconsistent with the terms of this Agreement  
57 and for this purpose UFF shall have the right to have an observer present at all meetings  
58 called for the purpose of discussing such grievance and shall be sent copies of all  
59 decisions at the same time as they are sent to the other parties.

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61 X.5 Grievance Representatives. UFF shall annually furnish to the University a list of all  
62 persons authorized to act as grievance representatives and shall update the list as  
63 needed. The UFF grievance representative shall have the responsibility to meet all  
64 classes, office hours, and other duties and responsibilities incidental to the assigned  
65 workload. Some of these activities are scheduled to be performed at particular times.  
66 Such representative shall have the right during times outside of those hours scheduled  
67 for these activities to investigate, consult, and prepare grievance presentations and  
68 attend grievance hearings and meetings. Should any hearings or meetings with the Vice  
69 Provost of Academic Support Services, Provost, or their designees necessitate  
70 rescheduling of assigned duties, the representative may, with the approval of the  
71 appropriate administrator, arrange for the rescheduling of such duties or their coverage  
72 by colleagues. Such approval shall not be unreasonably withheld.

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74 X.6 Appearances.

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

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

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86 X.7 Formal Grievance Procedure.

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88 (a) Filing.

89 (1) A grievance shall be filed (Appendix "X") with the Vice Provost of Academic  
90 Support Services for this article, or his/her representative at Step 1. Or in the case of a  
91 grievance initiated at Step 2, it shall be filed with the Provost or designee. In all cases, a  
92 grievance must be filed within thirty (30) days following the act or omission being  
93 grieved, or the date on which the employee knew or reasonably should have known of  
94 such act or omission if that date is later. Thirty days shall be determined by a receipt  
95 executed by the office receiving the grievance, or by the date of mailing as determined  
96 by the postmark.

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98 (b) Time Limits. All time limits contained in this Article may be extended by mutual  
99 agreement of the parties, except that the time limits for the initial filing of a grievance  
100 may be extended only by agreement between the University and the UFF. Upon failure  
101 of the University to provide a decision within the time limits provided in this Article or  
102 as extended by agreement, the grievant or the UFF, where appropriate, may appeal to  
103 the next step. Upon the failure of the grievant or the UFF, where appropriate, to file an  
104 appeal within the time limits provided in this Article or as extended by agreement, the  
105 grievance shall be deemed to have been resolved by the decision at the prior step or  
106 withdrawn.

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108 (c) Postponement.

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110 (1) The grievant may, in the timely-filed written grievance at Step 1, request the  
111 postponement of any action in processing the grievance formally for a period of

112 up to thirty (30) days, during which period efforts to resolve the grievance  
113 informally shall be made. The initial such request shall be granted. Upon the  
114 grievant’s written request, additional extensions should may be granted unless to  
115 do so would impede resolution of the grievance upon mutual agreement. Upon  
116 request, the Vice Provost of Academic Support Services or his/her representative  
117 shall, during the postponement period(s), arrange an informal meeting between  
118 the appropriate administrator and the grievant. The grievant shall have the right  
119 to representation by the UFF during attempts at informal resolution of the  
120 grievance. The grievant may, at any time, terminate the postponement period by  
121 giving written notice to the Vice Provost of Academic Support Services or  
122 his/her representative that the grievant wishes to proceed with the Step 1  
123 meeting. If the postponement period, or any mutually agreed to extension  
124 thereof, expires without such written notice, the grievance shall be deemed  
125 informally resolved to the grievant’s satisfaction and need not be processed  
126 further.

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129 (d) Step 1.

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131 (1) Meeting. The Vice Provost of Academic Support Services or his/her  
132 representative and the grievant and the grievant’s representative shall meet  
133 within ten (10) days following (a) receipt of the grievance if no postponement is  
134 requested, or (b) receipt of written notice that the grievant wishes to proceed with  
135 a Step 1 meeting. At the Step 1 meeting, the grievant shall have the right to  
136 present any evidence in support of the grievance, and the grievant and/or the  
137 UFF representative or the grievant’s legal counsel (if selected pursuant to  
138 Section X.4), and the Vice Provost of Academic Support Services or his/her  
139 representative, shall discuss the grievance.

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141 (2) Decision. The Vice Provost of Academic Support Services or his/her  
142 representative shall issue a written decision, stating the reasons therefore, to  
143 grievant’s Step 1 representative within seven (7) days following the conclusion  
144 of the meeting. Seven days shall be determined by a receipt executed by the  
145 office receiving the grievance, or by the date of mailing as determined by the  
146 postmark or email. In the absence of an agreement to extend the period for  
147 issuing the Step 1 decision, the grievant may proceed to Step 2 if the grievant’s  
148 Step 1 representative has not received the written decision by the end of the 10th

149 day following the conclusion of the Step 1 meeting. A copy of the decision shall  
150 be sent to the grievant and to the UFF grievance representative if the grievant  
151 elected self-representation or representation by legal counsel.  
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153 (3) Documents. Where practicable, the Step 1 reviewer shall make available to the  
154 grievant, or grievance representative, documentation referenced in the Step 1  
155 decision prior to its issuance. All documents referred to in the decision and any  
156 additional documents presented by the grievant shall be attached to the decision,  
157 together with a list of these documents. In advance of the Step 1 meeting, the  
158 grievant shall have the right, upon written request, to a copy of any identifiable  
159 documents relevant to the grievance.  
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161 (e) Step 2.  
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163 (1) Review. If the grievance is not satisfactorily resolved at Step 1, the grievant may  
164 file a written request for review (Appendix "X") with the Provost or designee  
165 within twenty (20) days following receipt of the Step 1 decision by grievant's  
166 Step 1 representative. Twenty days shall be determined by a receipt executed by  
167 the office receiving the grievance, or by the date of mailing as determined by the  
168 postmark or email.  
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170 (2) Meeting. The Provost or designee and the grievant and the grievant's  
171 representative shall meet no later than seven (7) days following receipt of written  
172 notice of request for a Step 2 review. At the Step 2 meeting, the grievant shall  
173 have the right to present any evidence in support of the grievance, and the  
174 grievant and/or the UFF representative or the grievant's legal counsel (if selected  
175 pursuant to section X.4), and the Provost or designee shall discuss the grievance.  
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177 (3) Decision. The Provost or designee shall issue a written decision, stating the  
178 reasons for the decision to grievant's Step 2 representative within five (5) days  
179 following the conclusion of the review meeting. Five days shall be determined  
180 by a receipt executed by the office receiving the grievance, or by the date of  
181 mailing as determined by the postmark or email. In the absence of an agreement  
182 to extend the period for issuing the Step 2 decision, UFF may proceed to Step 3  
183 if the grievant's Step 2 representative has not received the written decision by the  
184 end of the 10th day following the conclusion of the Step 2 meeting. A copy of

185 the decision shall be sent to the grievant and to UFF if the grievant elected self-  
186 representation or representation by legal counsel.  
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188 (f) Step 3 Arbitration.  
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190 (1) Filing. If the grievance has not been satisfactorily resolved at Step 2, UFF may,  
191 upon the request of the grievant, proceed to arbitration by filing a written notice  
192 of the intent to do so (Appendix "X"). Notice of intent to proceed to arbitration  
193 must be filed at the Provost's office within thirty (30) days after receipt of the  
194 Step 2 decision by grievant's Step 2 representative, and must be signed by both i)  
195 the grievant; and ii) the UFF-POLY grievance chair. Thirty (30) days shall be  
196 determined by a receipt executed by the Provost's office, or by the date of  
197 mailing as determined by the postmark or email. The grievance may be  
198 withdrawn at any time by the grievant or by the UFF President or Director of  
199 Arbitrations at any point during Step 3. The parties shall stipulate to the issue(s)  
200 prior to the arbitration. In the event a stipulation is not reached, the parties shall  
201 proceed to a hearing on arbitrability pursuant to Section X.7(f)(4).  
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203 (2) Selection of Arbitrator.  
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205 a. Representatives of the Board and UFF shall meet within ninety (90) days after  
206 the execution of this Agreement for the purpose of selecting an Arbitration Panel  
207 of ten (10) members. Each party will propose ten (10) potential arbitrators. From  
208 this list of twenty (20) names, the parties will alternately strike names until a  
209 permanent Panel of ten (10) arbitrators has been selected. The right of the first  
210 choice to strike from the list shall be determined by a flip of a coin.  
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212 b. Within fourteen (14) days after receipt of a notice of intent to arbitrate,  
213 representatives of the Board and the UFF shall meet for the purpose of selecting  
214 an arbitrator from the permanent Arbitration Panel. Selection shall be by mutual  
215 agreement or by alternately striking names from the Panel until one name  
216 remains. The right of the first choice to strike from the list shall be determined by  
217 the flip of a coin. The parties may mutually select as the arbitrator an individual  
218 who is not a member of the Arbitration Panel. The arbitration shall be held  
219 within sixty (60) days following the selection of the arbitrator.  
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221 (3) Authority of the Arbitrator.

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- a. The arbitrator shall neither add to, subtract from, modify, nor alter the terms or provisions of this Agreement. Arbitration shall be confined solely to the application and/or interpretation of this Agreement and the precise 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. Where an administrator has made a judgment involving the exercise of discretion, the arbitrator shall not substitute the arbitrator's or another's judgment for that of the administrator. Nor shall the arbitrator review such decision involving the exercise of discretion except for the purpose of determining if there has been a violation of a procedural requirement of this Agreement.
  - e. If the arbitrator determines that the Agreement has been violated, the arbitrator shall direct the University to take appropriate action.
- (4) Arbitrability. Issues of arbitrability shall be separated from the substantive issue(s) and, whenever possible, determined by means of a hearing conducted by conference call. The arbitrator shall have ten (10) days from the hearing to render a decision on arbitrability. If the issue is judged to be arbitrable, an arbitrator shall then be selected to hear the substantive issue(s) in accordance with the provisions of Section X.7(f)(2).
- (5) Conduct of Hearing. The arbitrator shall hold the hearing in the city where the grievant is employed, unless otherwise agreed by the parties. The hearing shall commence within twenty-five (25) days of the arbitrator's acceptance of selection, or as soon thereafter as is practicable, and the arbitrator shall issue the decision within forty-five (45) days of the close of the hearing or the submission of briefs, whichever is later, unless additional time is agreed to by the parties. The decision shall be in writing and shall set forth findings of fact, reasoning, and conclusions on the issues submitted. Except as modified by the provisions of this Agreement, arbitration proceedings shall be conducted in accordance with the current Labor Arbitration Rules of the American Arbitration Association.

258 (6) Effect of Decision. The decision or award of the arbitrator shall be final and  
259 binding upon the Board, the University, the UFF, and the grievant, provided that  
260 either party may appeal to an appropriate court of law a decision that was  
261 rendered by the arbitrator acting outside of or beyond the arbitrator's jurisdiction,  
262 pursuant to the Florida Arbitration Code as defined by law.

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265 (7) Fees and Expenses. All fees and expenses of the arbitrator shall divided equally  
266 between the parties. Fees and expenses charged by an arbitrator for cancelation  
267 after withdrawal is the responsibility of the withdrawing party. Each party shall  
268 bear the cost of preparing and presenting its own case including payment of  
269 expenses and compensation for its own representatives, attorneys, and witnesses.  
270 The party desiring a transcript of the arbitration proceedings shall provide  
271 written notice to the other party of its intention to have a transcript of the  
272 arbitration made at least one week prior to the date of the arbitration. The party  
273 desiring such transcript shall be responsible for scheduling a stenotype reporter  
274 to record the proceedings. The party originally requesting a transcript of the  
275 proceedings shall pay for any appearance fee of the stenotype reporter.

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278 XX.8 Filings and Notification. All documents, except the initial filing, required or  
279 permitted to be issued or filed pursuant to this Article may be transmitted by email, fax,  
280 United States mail, or any other recognized delivery service. In the event that any action  
281 falls due on a Saturday, Sunday, or holiday (as referred to in Section X (Holidays)), the  
282 action will be considered timely if it is accomplished by 5:00 P.M. on the following  
283 business day.

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285 20.9 Precedent. No complaint informally resolved, or grievance resolved at either Step 1  
286 or 2, shall constitute a precedent for any purpose unless agreed to in writing by the  
287 Board of Trustees or representatives and the UFF acting through its President or  
288 representative.

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291 20.10 Reprisal. No reprisal of any kind will be made by the Board, the University, or the  
292 UFF against any grievant, any witness, any UFF representative, or any other participant  
293 in the grievance procedure for such participation.

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295 20.11 Records. All written materials pertinent to a grievance shall be filed separately  
296 from the evaluation file of the grievant or witnesses, except decisions resulting from  
297 arbitration or settlement.

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299 20.12 Inactive Grievances. A grievance which has been filed at Step 2 or Step 3 and on  
300 which no action has been taken by the grievant or the UFF for forty-five (45) days shall  
301 be deemed withdrawn and resolved in accordance with the decision issued at the prior  
302 Step.

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APPENDIX X  
GRIEVANCE

FLORIDA POLYTECHNIC UNIVERSITY  
Board of Trustees/United Faculty of Florida

I. Date (Received by University) \_\_\_\_\_

CIRCLE:             STEP ONE             STEP TWO             ARBITRATION

GRIEVANT   GRIEVANCE REPRESENTATIVE

NAME:..... NAME:.....

MAILING ADDRESS:

DEPT.....

OFFICE PHONE: ..... OTHER PHONE: .....

EMAIL:

If grievant is represented by the UFF or legal counsel, all University communications  
should go to the grievant's representative.

Other address to which University mailings pertaining to grievance shall be sent:

II. GRIEVANCE

Article(s) and Sections(s) of Agreement allegedly violated:

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\_\_\_\_\_   
For United Faculty of Florida, date

\_\_\_\_\_   
For Florida Polytechnic University, date

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Statement of grievance (must include date of acts or omissions complained of):

Remedy Sought:

III. AUTHORIZATION

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

UFF \_\_\_\_\_  
 Legal Counsel \_\_\_\_\_  
 Myself \_\_\_\_\_

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

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

This grievance was filed with the Office of the Vice Provost of Academic Support Services (as defined in Section X.7(a)(1)) on \_\_\_\_\_ by (check one) mail (certified or registered, restricted delivery, return receipt requested) ; personal delivery ; other (specify) \_\_\_\_\_.

EMAIL

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For United Faculty of Florida, date

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For Florida Polytechnic University, date

382 Signature of Grievant  
383 (Grievant must sign if grievance is to be processed.)  
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