


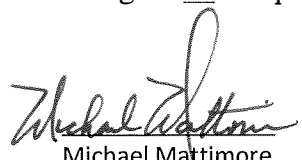
Article 20
GRIEVANCE PROCEDURE AND ARBITRATION

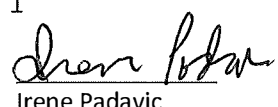
(f) Step 3 Arbitration.

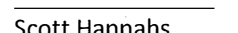
(1) Filing. If the grievance has not been satisfactorily resolved at Step 2, the UFF may, upon the request of the grievant, proceed to arbitration by filing a written notice of the intent to do so. Notice of intent to proceed to arbitration must be filed with the Office of the President within fifteen (15) days after receipt of the Step 2 decision by the grievant's Step 2 representative and shall be signed by the grievant and the state UFF President or representative, or state UFF Director of Arbitrations Fifteen (15) days shall be determined by a receipt executed by the office receiving the grievance, or by the date of mailing as determined by the postmark. The grievance may be withdrawn at any time by the grievant or by the UFF President or Director of Arbitrations at any point during Step 3. The parties shall stipulate to the issue(s) prior to the arbitration. In the event a stipulation is not reached, ~~the parties shall proceed to a hearing on arbitrability pursuant to Section 20.8 (f)(4)~~ the parties shall proceed to a hearing on arbitrability pursuant to Section 20.8 (f) (4). ~~the arbitrator shall frame the issues before him or her.~~

(2) Selection of Arbitrator. ~~Representatives of the University and the UFF shall meet within ninety (90) days after the execution of this Agreement for the purpose of selecting an Arbitration Panel of no less than five (5) members.~~ Selection of Arbitrator. For the first filing of a notice of intent to arbitrate during the term of this contract, representatives of the University and the UFF shall meet ~~w~~Within fifteen (15) days after receipt of a notice of intent to arbitrate; ~~of a notice of intent to arbitrate, representatives of the University and the UFF shall meet for the purpose of selecting an Arbitration Panel, of no less than six (6) members. The Arbitration Panel which will be used for any further arbitrations during the term of the contract. The parties will meet to then select an arbitrator from an the Arbitration Panel consisting of newno fewer than six (6) members. Selection of an individual arbitrator shall be by mutual agreement or by alternatively striking names from the Arbitration Panel until one name remains. The right of the first choice to strike from the list shall be determined by the flip of a coin. from the Panel. Selection shall be by mutual agreement or by alternately striking names from the Arbitration Panel list until one name remains. The right of the first choice to strike from the list shall be determined by the flip of a coin.~~ If the parties are unable to agree ~~onto a panel of a~~ a panel of n arbitrators, they shall follow the


Renisha Gibbs
Co-Chief Negotiator
FSU - BOT
6/22/22
Date


Michael Mattimore
Co-Chief Negotiator
FSU - BOT
June 22, 2022
Date

1

Irene Padavic
Co-Chief Negotiator
UFF - FSU Chapter
6-22-22
Date


Scott Hannahs
Co-Chief Negotiator
UFF - FSU Chapter

Date

1 normal American Arbitration Association procedure for the selection of an arbitrator. The parties
2 may mutually select as the arbitrator an individual who is not a member of the Arbitration Panel.
3 ~~The parties may mutually select as the arbitrator an individual who is not a member of the~~
4 ~~Arbitration Panel.~~ The arbitration shall be held within sixty (60) days following the selection of
5 the arbitrator.-


6 (3) Authority of the Arbitrator.

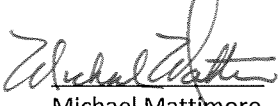
7 a. The arbitrator shall neither add to, subtract from, modify, nor alter the terms or
8 provisions of this Agreement. Arbitration shall be confined solely to the application and/or
9 interpretation of this Agreement and the precise issue(s) submitted for arbitration. The arbitrator
10 shall refrain from issuing any statements of opinion or conclusions not essential to the
11 determination of the issues submitted.

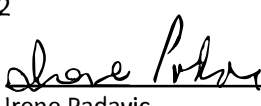
12 b. Where an administrator has made a judgment involving the exercise of discretion,
13 such as decisions regarding tenure or promotion, the arbitrator shall not substitute the arbitrator's
14 judgment for that of the administrator. Nor shall the arbitrator review such decision except for the
15 purpose of determining whether the decision has violated this Agreement. If the arbitrator
16 determines that the Agreement has been violated, the arbitrator shall direct the University to take
17 appropriate action that the arbitrator shall specify. An arbitrator may award back salary where the
18 arbitrator determines that the faculty member is not receiving the appropriate salary from the
19 University, and any other payments to which a faculty member is entitled by the provisions of this
20 Agreement, but the arbitrator may not award other monetary damages or penalties. If notice that
21 further employment will not be offered is not given on time, the arbitrator may direct the University
22 to renew the appointment only upon a finding that no other remedy is adequate, and that the notice
23 was given so late that (a) the faculty member was deprived of reasonable opportunity to seek other
24 employment, or (b) the faculty member actually rejected an offer of comparable employment
25 which the faculty member otherwise would have accepted.

26 c. An arbitrator's decision awarding employment beyond the sixth year shall not of
27 itself entitle the faculty member to tenure. In such cases the faculty member shall serve during the
28 seventh year without further right to notice that the faculty member will not be offered employment
29 thereafter. If a faculty member is reappointed at the direction of an arbitrator, the President or
30 representative may reassign the faculty member during such reappointment

31 ~~(4) Arbitrability. Issues of arbitrability shall be bifurcated from the substantive issue(s) and,~~
32 ~~whenever possible, determined by means of a hearing conducted by conference call. The arbitrator~~
33 ~~shall have ten (10) days from the hearing to render a decision on arbitrability. If the issue is judged~~
34 ~~to be arbitrable, the arbitrator shall then be selected to hear the substantive issue(s) in accordance~~
35 ~~with the provisions of Section 20.8 (f) (25).~~


Renisha Gibbs
Co-Chief Negotiator
FSU - BOT
6/22/22
Date

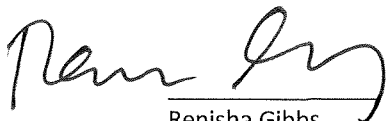
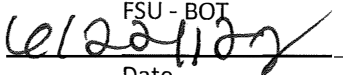

Michael Mattimore
Co-Chief Negotiator
FSU - BOT
June 22, 2022
Date

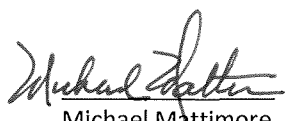
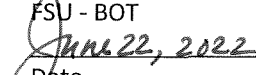
2

Irene Padavic
Co-Chief Negotiator
UFF - FSU Chapter
6-22-22
Date

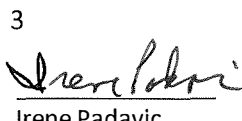
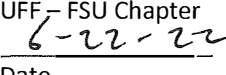
Scott Hannahs
Co-Chief Negotiator
UFF - FSU Chapter

Date

1 (4) Arbitrability. Issues of arbitrability shall be bifurcated from the substantive issue(s)
2 and, whenever possible, determined by means of a hearing conducted by conference call. The
3 arbitrator shall have ten (10) days from the hearing to render a decision on arbitrability. If the issue
4 is judged to be arbitrable, an arbitrator shall then be selected to hear the substantive issue(s) in
5 accordance with the provisions of Section 20.8(f)(2).
6


Renisha Gibbs
Co-Chief Negotiator
FSU - BOT

Date


Michael Mattimore
Co-Chief Negotiator
FSU - BOT

Date

3

Irene Padavic
Co-Chief Negotiator
UFF - FSU Chapter

Date

Scott Hannahs
Co-Chief Negotiator
UFF - FSU Chapter

Date

