

1 **Article 20**

2 **GRIEVANCE PROCEDURE AND DISPUTE RESOLUTION DISPUTE**
3 **RESOLUTION ARBITRATION ARBITRATION**

4 20.1 Policy/Informal Resolution. The purpose of this article is to promote a prompt and efficient
5 procedure for the investigation and resolution of grievances. The procedures hereinafter set forth
6 shall be the sole and exclusive method for resolving the grievances of faculty members as defined
7 herein. The parties agree that all problems should be resolved, whenever possible, before the filing
8 of a grievance but within the time limits for filing grievances stated elsewhere in this article, and
9 encourage open communications between administrators and faculty members so that resorting to
10 the formal grievance procedure will not normally be necessary. The parties further encourage the
11 informal resolution of grievances whenever possible. At each step in the grievance process,
12 participants are encouraged to pursue appropriate modes of conflict resolution including the use
13 of mediation.

14 20.2 Resort to Other Procedures. It is the intent of the parties to first provide a reasonable
15 opportunity for resolution of a dispute through the grievance procedure and arbitration or
16 mediation ~~arbitration~~ ~~dispute resolution~~ ~~arbitration~~ ~~dispute resolution~~ process. ~~Except as noted~~
17 ~~below, if prior to seeking resolution of a dispute by filing a grievance hereunder, or while the~~
18 ~~grievance proceeding is in progress, a faculty member requests, in writing, resolution of the matter~~
19 ~~in any other forum, whether administrative or judicial, the Board or the University shall have no~~
20 ~~obligation to entertain or proceed further with the matter pursuant to this grievance procedure.~~
21 Except as noted below, if prior to seeking resolution of a dispute by filing a grievance hereunder,
22 or while the grievance proceeding is in progress, a faculty member requests, in writing, resolution
23 of the matter in any other forum, whether administrative or judicial, the Board or the University
24 shall have no obligation to entertain or proceed further with the matter pursuant to this grievance
25 procedure. As an exception to this provision, a grievant may file an EEOC charge while the
26 grievance is in progress when such filing becomes necessary to meet federal filing deadlines
27 pursuant to 42 U.S.C. § 2000e et seq. Further, since the parties do not intend that this grievance
28 procedure be a device for appellate review, the President’s response to a recommendation of a
29 hearing officer or other individual or group having appropriate jurisdiction in any other procedure
30 shall not be an act or omission giving rise to a grievance under this procedure.

31 20.3 Definitions and Forms. As used herein:

32 (a) The term “grievance” shall mean a dispute filed on a form referenced in Section 20.3(c)
33 concerning the interpretation or application of a specific term or provision of this Agreement,
34 subject to those exclusions appearing in other Articles of this Agreement.

35 (b) The term “grievant” shall mean:

- 36 (1) a faculty member or group of faculty members who has/have filed a grievance in a
37 dispute over a provision of this Agreement which confers rights upon the faculty member(s);
38 (2) the UFF where it has filed a grievance without the aggrieved faculty member(s) in a

Renisha Gibbs
Co-Chief Negotiator
FSU - BOT

Date

Michael Mattimore
Co-Chief Negotiator
FSU - BOT

Date

Jennifer Proffitt
Co-Chief Negotiator
UFF – FSU Chapter

Date

Scott Hannahs
Co-Chief Negotiator
UFF – FSU Chapter

Date

39 dispute over a provision of this agreement which confers rights upon such faculty members(s); or
40 (3) the UFF where it has filed a grievance in a dispute over a provision of this Agreement.
41 A grievance filed by the FSU Chapter of the UFF which alleges a violation of its rights by the
42 University may be initiated at Step 2. A grievance of a decision made by the President or the
43 Provost is to be initiated at Step 2. The parties may agree to consolidate grievances of a similar
44 nature to expedite the review process.

45 (c) Grievance Forms. Each grievance, request for review, and notice of ~~peer panel request~~
46 ~~or post-grievance review arbitration (arbitration or Neutral Internal Resolution of Disputes [NIRD]~~
47 ~~procedure) arbitration or mediation or Neutral Internal Resolution of Disputes [NIRD] procedure,~~
48 must be submitted in writing on the appropriate form attached to this Agreement as Appendix “C₁”;
49 “D₁” or “E₁”, respectively, and shall be signed by the grievant. All grievance forms shall be dated
50 when the grievance is received. If there is difficulty in meeting any time limit, the UFF
51 representative may sign such documents for the grievant; however, the grievant’s signature shall
52 be provided prior to the Step 1 meeting, or Step 2 meeting if filed directly at Step 2. The
53 aforementioned grievance forms, as well as Appendix “H₁”, may be filed by means of fax, United
54 States mail, or any other recognized means of delivery.

55 20.4 Burden of Proof. In all grievances except disciplinary grievances in accordance with Article
56 16, Disciplinary Action and Job Abandonment and any other exceptions stated elsewhere in this
57 Agreement, the burden of proof shall be on the faculty member. In disciplinary grievances, the
58 burden of proof shall be on the Board.

59 20.5 Representation. The UFF shall have the exclusive right to represent any faculty member in
60 a grievance filed hereunder, unless a faculty member elects self-representation or to be represented
61 by legal counsel. If a faculty member elects not to be represented by the UFF, the University shall
62 promptly inform the UFF in writing of the grievance. No resolution of any individually processed
63 grievance shall be inconsistent with the terms of this Agreement and for this purpose the UFF shall
64 have the right to have an observer present at all meetings called for the purpose of discussing such
65 grievance. The UFF Grievance Chair or representative shall be informed of the dates and times of
66 any such meetings at the same time as the other parties. The UFF Grievance Chair shall be sent
67 copies of all correspondence related to such, including grievance decisions at the same time as
68 they are sent to the other parties.

69 20.6 Grievance Representatives. The UFF shall annually furnish to the Board a list of all persons
70 authorized to act as grievance representatives and shall update the list as needed. The UFF
71 grievance representative shall have the responsibility to meet all classes, office hours, and other
72 duties and responsibilities incidental to the assigned workload. Some of these activities are
73 scheduled to be performed at particular times. Such representative shall have the right during times
74 outside of those hours scheduled for these activities to investigate, consult, and prepare grievance
75 presentations and attend grievance hearings and meetings. Should any hearings or meetings with
76 the dean or unit head, the provost, or their representatives necessitate rescheduling of assigned
77 duties, the representative may, with the approval of the appropriate administrator, arrange for the

Renisha Gibbs
Co-Chief Negotiator
FSU - BOT

Michael Mattimore
Co-Chief Negotiator
FSU - BOT

Jennifer Proffitt
Co-Chief Negotiator
UFF – FSU Chapter

Scott Hannahs
Co-Chief Negotiator
UFF – FSU Chapter

Date

Date

Date

Date

78 rescheduling of such duties or their coverage by colleagues. Such approval shall not be
79 unreasonably withheld.

80 20.7 Appearances.

81 (a) When a faculty member participates in an arbitration, mediation, or in a ~~an arbitration~~
82 ~~hearing or in a an arbitration hearing or in a~~ grievance ~~or post-grievance or post-grievance~~ meeting
83 between the grievant or representative and the Board or representative, that faculty member's
84 compensation shall neither be reduced nor increased for time spent in those activities.

85 (b) Prior to participation in any such proceedings, conferences, or meetings, the faculty
86 member shall make arrangements acceptable to the appropriate supervisor for the performance of
87 the faculty member's scheduled duties as defined in Article 9.1. Approval of such arrangements
88 shall not be unreasonably withheld. Time spent in such activities outside regular working hours
89 shall not be counted as time worked.

90 20.8 Formal Grievance Procedure.

91 (a) Facilitation. Consistent with the policy of informal resolution set forth in Section 20.1 of
92 this Article, no grievance shall be considered ripe for filing at Step 1 absent submission of a request
93 for facilitation. A request for facilitation shall be filed within forty-five (45) days of the date the
94 faculty member learned of the alleged act or omission giving rise to the dispute (or the most recent
95 in a series of alleged acts or omissions giving rise to the dispute). All requests for facilitation shall
96 be in writing by the affected faculty member(s) or the UFF, as appropriate, and submitted to the
97 Vice President for Faculty Development and Advancement or his/her designee. Such requests shall
98 contain a general description of the potential dispute, including dates, times, and locations, along
99 with copies of relevant documentation. Upon receipt of a request for facilitation, the Vice President
100 for Faculty Development and Advancement and the UFF shall engage in a process of facilitation
101 for a period of thirty (30) days, which may be modified by the parties' mutual agreement, in an
102 effort to produce an informal resolution of the potential dispute. In matters designated in the
103 request for facilitation as time-sensitive, the facilitation period shall be fifteen (15) days. Such
104 fifteen (15) day facilitation period may be modified by the parties' mutual agreement in writing.
105 All resolutions shall be reduced to writing, but shall be without precedent or prejudice to the
106 parties.

107 (b) Filing.

108 (1) Within fifteen (15) days from the conclusion of a facilitation period that failed to
109 produce an informal resolution, the grievant shall be entitled to file a Step 1 grievance with the
110 unit head, defined for the purpose of this Article as dean or comparable-level administrator, as
111 appropriate. The grievant may amend the Appendix "C" form up to and including Step 2 of the
112 grievance procedure so long as the factual basis of the complaint is not materially altered.

113 (2) A faculty member may seek redress of alleged salary discrimination by filing a
114 grievance under the provisions of Article 20. An act or omission giving rise to such a grievance
115 may be the faculty member's receipt of the salary warrant for the first full-pay period in which the
116 annual salary increases referenced in Article 23 are reflected

117 (3) ~~The Where arbitration is allowed.~~ TheWhere arbitration is allowed. filing of a

Renisha Gibbs
Co-Chief Negotiator
FSU - BOT

Michael Mattimore
Co-Chief Negotiator
FSU - BOT

Jennifer Proffitt
Co-Chief Negotiator
UFF – FSU Chapter

Scott Hannahs
Co-Chief Negotiator
UFF – FSU Chapter

Date

Date

Date

Date

118 grievance constitutes a waiver of any rights to judicial review of final agency action or to the
119 review of such actions under University procedures that may otherwise be available to address
120 such matters. These is grievance, mediation, and arbitration procedures shall be the sole review
121 mechanism for resolving disputes regarding rights or benefits that are provided exclusively by this
122 Agreement. Except as otherwise provided herein, only those acts or omissions and sections of the
123 Agreement identified at the initial filing may be considered at a subsequent steps.

124 €

125 (c) Time Limits. All time limits contained in this Article may be extended by mutual
126 agreement of the parties, except that the time limits for the initial filing of a grievance may be
127 extended only by agreement between the University and the UFF. Upon failure of the Board to
128 provide a decision within the time limits provided in this Article, the grievant or the UFF, where
129 appropriate, may appeal to the next step. Upon the failure of the grievant or the UFF, where
130 appropriate, to file an appeal within the time limits provided in this Article, the grievance shall be
131 deemed to have been resolved by the decision at the prior step.

132 (d) Step 1.

133 (1) Meeting. The ChairDean/Unit Head or his/her/their representative and the grievant
134 and the grievant’s representative shall meet at a mutually convenient time within fifteen (15) days
135 following receipt of the grievance. 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 UFF representative
137 or the grievant’s legal counsel (if selected pursuant to Section 20.5), and the Unit Head or
138 representative, shall discuss the grievance.

139 (2) Decision. The ChairDean/Unit Head or representative shall issue a written decision,
140 stating the reasons therefore, to the grievant’s Step 1 representative within fifteen (15) days
141 following the conclusion of the meeting. Fifteen (15) days shall be determined by a receipt
142 executed by the office receiving the grievance, or by the date of mailing as determined by the
143 postmark. In the absence of an agreement to extend the period for issuing the Step 1 decision, the
144 grievant may proceed to Step 2 if the grievant’s Step 1 representative has not received the written
145 decision by the end of the twentieth (20th) day following the conclusion of the Step 1 meeting. A
146 copy of the decision shall be sent to the grievant and to the local UFF grievance representative if
147 the grievant elected self-representation or representation by legal counsel.

148 (3) Documents. Where practicable, Where practicable, tTtThe Step 1 reviewer shall
149 make available to the grievant, or grievance representative, documentation referenced in the Step
150 1 decision prior to its issuance. All documents referred to in the decision and any additional
151 documents presented by the grievant shall be attached to the decision, together with a list of these
152 documents. In advance of the Step 1 meeting, the grievant shall have the right, upon written
153 request, to a copy of any identifiable documents relevant to the grievance.

154 (4) Step 1 Meeting Waiver. The Step 1 meeting may be waived by mutual written
155 agreement between the Board and the UFF.

156 (e) Step 2.

157 (1) Review. If the grievance is not satisfactorily resolved at Step 1, the grievant may file

Renisha Gibbs
Co-Chief Negotiator
FSU - BOT

Michael Mattimore
Co-Chief Negotiator
FSU - BOT

Jennifer Proffitt
Co-Chief Negotiator
UFF – FSU Chapter

Scott Hannahs
Co-Chief Negotiator
UFF – FSU Chapter

Date

Date

Date

Date

158 a written request for review with the Provost or ~~his/her~~their representative within fifteen (15) days
159 following receipt of the Step 1 decision by the grievant's Step 1 representative. Fifteen (15) days
160 shall be determined by a receipt executed by the office receiving the grievance, or by the date of
161 mailing as determined by the postmark.

162 (2) Meeting. The Provost or the Vice President for Faculty Development and
163 Advancement ~~representative~~ and the grievant and the grievant's representative shall meet at a
164 mutually convenient date and time not later than fifteen (15) days following receipt of written
165 notice of request for a Step 2 review. At the Step 2 meeting, the grievant shall have the right to
166 present any evidence in support of the grievance, and the grievant and/or the UFF representative
167 or the grievant's legal counsel (if selected pursuant to Section 20.5), and the Provost or
168 representative, shall discuss the grievance.

169 (3) Personnel Actions or Decisions. In accordance with Section 1001.741, Florida Statutes,
170 personnel actions or decisions regarding faculty, including in the areas of evaluations, promotions,
171 tenure, discipline, or termination, may not be appealed beyond the level of a university president
172 or designee. Where arbitration of a personnel decision or action is statutorily prohibited, such
173 actions or decisions will have as their terminal step a written final agency disposition, which will
174 provide a statement of the right to judicial review. If section 1001.741 limiting the use of arbitration
175 is struck or enjoined by a court of competent jurisdiction or amended by the legislature to permit
176 arbitrations of these decisions, such decisions may proceed as outlined below in Section 280.8
177 (e)(4) and Section 280.8-(f).

178 (43) Decision. The Provost or ~~his/her~~Vice President for Faculty Development ~~or~~and
179 Advancement~~their representative~~ shall issue a written decision, stating the reasons therefore, to the
180 grievant's Step 2 representative within fifteen (15) days following the conclusion of the review
181 meeting. Fifteen (15) days shall be determined by a receipt executed by the office receiving the
182 grievance, or by the date of mailing as determined by the postmark. In the absence of an agreement
183 to extend the period for issuing the Step 2 decision, the UFF may proceed to Step 3 (arbitration or
184 mediation ~~or Peer Panel review, as appropriate or to NIRD~~) ~~or to NIRD~~ if the grievant's Step 2
185 representative has not received the written decision by the end of the twentieth (20th) day
186 following the conclusion of the Step 2 meeting. A copy of the decision shall be sent to the grievant
187 and to the UFF if the grievant elected self-representation or representation by legal counsel.

188 ~~Arbitration but may escalate to Step 3 NIRD Arbitration~~

189 (54) Documents. The decision shall not refer to any documents other than those presented
190 by the grievant and the Provost or representative at or prior to the Step 2 meeting, except by mutual
191 written agreement of the grievant and the Provost or representative. Documents referred to in the
192 decision and any additional documents presented by the grievant at or prior to the Step 2 meeting
193 shall be attached to the decision unless such documents are public and readily available, together
194 with a list of these documents.

195 (f) Step 3 Arbitration.

196 (1) Filing. If the grievance has not been satisfactorily resolved at Step 2, the UFF may,
197 upon the request of the grievant and when permitted by law, proceed to arbitration by filing a
198 written notice of the intent to do so. Notice of intent to proceed to arbitration must be filed with
199 the Office of the President within fifteen (15) days after receipt of the Step 2 decision by the

Renisha Gibbs
Co-Chief Negotiator
FSU - BOT

Michael Mattimore
Co-Chief Negotiator
FSU - BOT

Jennifer Proffitt
Co-Chief Negotiator
UFF – FSU Chapter

Scott Hannahs
Co-Chief Negotiator
UFF – FSU Chapter

Date

Date

Date

Date

200 grievant’s Step 2 representative and shall be signed by the grievant and the state UFF President or
201 representative, or state UFF Director of Arbitrations Fifteen (15) days shall be determined by a
202 receipt executed by the office receiving the grievance, or by the date of mailing as determined by
203 the postmark. The grievance may be withdrawn at any time by the grievant or by the UFF President
204 or Director of Arbitrations at any point during Step 3. The parties shall stipulate to the issue(s)
205 prior to the arbitration. In the event a stipulation is not reached, the parties shall proceed to a
206 hearing on arbitrability pursuant to Section 20.8 (f)(4).

207 (2) Selection of Arbitrator. For the first filing of a notice of intent to arbitrate during the
208 term of this contract, representatives of the University and the UFF shall meet within fifteen (15)
209 days after receipt of a notice of intent to arbitrate, for the purpose of selecting an Arbitration Panel,
210 which will be used for any further arbitrations during the term of this contract. The parties will
211 meet to select an arbitrator from an Arbitration Panel consisting of no fewer than six (6) members.
212 Selection of an individual arbitrator shall be by mutual agreement or by alternately striking names
213 from the Arbitration Panel until one name remains. The right of the first choice to strike from the
214 list shall be determined by the flip of a coin. If the parties are unable to agree on a panel of
215 arbitrators, they shall follow the normal American Arbitration Association procedure for the
216 selection of an arbitrator. The parties may mutually select as the arbitrator an individual who is not
217 a member of the Arbitration Panel. The arbitration shall be held within sixty (60) days following
218 the selection of the arbitrator.

219 (3) Authority of the Arbitrator.

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

225 b. Where an administrator has made a judgment involving the exercise of discretion,
226 such as decisions regarding tenure or promotion, the arbitrator shall not substitute the arbitrator’s
227 judgment for that of the administrator. Nor shall the arbitrator review such decision except for the
228 purpose of determining whether the decision has violated this Agreement. If the arbitrator
229 determines that the Agreement has been violated, the arbitrator shall direct the University to take
230 appropriate action that the arbitrator shall specify. An arbitrator may award back salary where the
231 arbitrator determines that the faculty member is not receiving the appropriate salary from the
232 University, and any other payments to which a faculty member is entitled by the provisions of this
233 Agreement, but the arbitrator may not award other monetary damages or penalties. If notice that
234 further employment will not be offered is not given on time, the arbitrator may direct the University
235 to renew the appointment only upon a finding that no other remedy is adequate, and that the notice
236 was given so late that (a) the faculty member was deprived of reasonable opportunity to seek other
237 employment, or (b) the faculty member actually rejected an offer of comparable employment
238 which the faculty member otherwise would have accepted.

239 c. An arbitrator’s decision awarding employment beyond the sixth year shall not of
240 itself entitle the faculty member to tenure; however, the decision shall not curtail their right to re-
241 apply for tenure. In such cases the faculty member shall serve during the seventh year without
242 further right to notice that the faculty member will not be offered employment thereafter. If a

Renisha Gibbs
Co-Chief Negotiator
FSU - BOT

Michael Mattimore
Co-Chief Negotiator
FSU - BOT

Jennifer Proffitt
Co-Chief Negotiator
UFF – FSU Chapter

Scott Hannahs
Co-Chief Negotiator
UFF – FSU Chapter

Date

Date

Date

Date

243 faculty member is reappointed at the direction of an arbitrator, the President or representative may
244 reassign the faculty member during such reappointment.

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

250 (5) Conduct of Hearing. The arbitrator shall hold the hearing in Tallahassee, unless
251 otherwise agreed by the parties. The hearing shall commence within sixty (60) days of the
252 arbitrator's acceptance of selection and the arbitrator shall issue the decision within forty-five (45)
253 days of the close of the hearing or the submission of briefs, whichever is later, unless additional
254 time is agreed to by the parties. The decision shall be in writing and shall set forth findings of fact,
255 reasoning, and conclusions on the issues submitted. Except as modified by the provisions of this
256 Agreement, arbitration proceedings shall be conducted in accordance with the rules and procedures
257 of the American Arbitration Association.

258 (6) Effect of Decision. The decision or award of the arbitrator shall be final and binding
259 upon the University, the UFF, and the grievant, provided that either party may appeal such award
260 to an appropriate court of law pursuant to the Florida Arbitration Code, Chapter 682, Florida
261 Statutes.

262 (7) Venue. For purposes of venue in any judicial review of an arbitrator's decision issued
263 under this agreement, the parties agree that such an appeal shall be filed in the courts in Leon
264 County, Florida, unless both parties specifically agree otherwise in a particular instance. In an
265 action commenced in Leon County, neither the Board nor the UFF will move for a change of venue
266 based upon the defendant's residence in fact if other than Leon County.

267 (8) Fees and Expenses. All fees and expenses of the arbitrator shall be divided equally
268 between the parties. Each party shall bear the cost of preparing and presenting its own case. The
269 party desiring a transcript of the arbitration proceedings shall provide written notice to the other
270 party of its intention to have a transcript of the arbitration made at least one week prior to the date
271 of the arbitration. The party desiring such transcript shall be responsible for scheduling a stenotype
272 reporter to record the proceedings. The parties shall share equally the appearance fee of the
273 stenotype reporter and the cost of obtaining an original transcript and one copy for the party
274 originally requesting a transcript of the proceedings. The requesting party shall, at its expense,
275 photocopy the copy of the transcript received from the reporter and deliver the photocopy to the
276 other party within five days after receiving the copy of the transcript from the reporter.

277 (9) Retroactivity. An arbitrator's award may or may not be retroactive as the equities of
278 each case may demand, but in no case shall an award be retroactive to a date earlier than sixty (60)
279 days prior to the date the grievance was initially filed in accordance with this Article.
280

281 **(g) Step 3 Mediation.**

282 **(1) Filing. If the grievance has not been satisfactorily resolved at Step 2 and arbitration**
283 **is barred by law, the UFF may, upon the request of the grievant proceed to mediation by filing a**
284 **written notice of the intent to do so. Notice of intent to proceed to mediation must be filed with the**

Renisha Gibbs
Co-Chief Negotiator
FSU - BOT

Date

Michael Mattimore
Co-Chief Negotiator
FSU - BOT

Date

Jennifer Proffitt
Co-Chief Negotiator
UFF – FSU Chapter

Date

Scott Hannahs
Co-Chief Negotiator
UFF – FSU Chapter

Date

285 Office of the President within fifteen (15) days after receipt of the Step 2 decision by the grievant's
286 Step 2 representative and shall be signed by the grievant and the UFF-FSU President or
287 representative, or UFF-FSU Grievance Committee Chair. Fifteen (15) days shall be determined
288 by a receipt executed by the office receiving the grievance, or by the date of mailing as determined
289 by the postmark. The grievance may be withdrawn at any time by the grievant or by the UFF-FSU
290 President or Grievance Committee Chair at any point during Step 3. The parties shall stipulate to
291 the issue(s) prior to the mediation. In the event a stipulation is not reached, the parties shall proceed
292 to mediation.

293 (2) Selection of Mediator. The parties may select any person who is mutually agreeable
294 to serve as the mediator. In the event the parties are unable to agree on a mediator, the parties will
295 request a Mediation Panel consisting of at least six qualified mediators from the American
296 Arbitration Association, Federal Mediation and Conciliation Service, or a similar organization that
297 can provide a panel of at least six qualified mediators. Representatives of the University and the
298 UFF shall meet within fifteen (15) days after receipt of a notice of intent to mediate for the purpose
299 of selecting a mediator from the Mediation Panel. Selection of an individual mediator shall be by
300 mutual agreement or by alternately striking names from the Mediation Panel until one name
301 remains. The right of the first choice to strike from the list shall be determined by the flip of a coin.
302 If the parties are unable to agree on a panel of mediators, they shall follow the normal American
303 Arbitration Association procedure for the selection of a mediator. The parties may mutually select
304 as the mediator an individual who is not a member of the Mediation Panel. The mediation shall be
305 held within sixty (60) days following the selection of the mediator.

306 (3) Authority of the Mediator.

307 a. The mediator's primary role is to assist the parties in resolving the dispute
308 presented in the grievance. The mediator shall neither add to, subtract from, modify, nor alter the
309 terms or provisions of this Agreement. Mediation shall be confined solely to assisting the parties
310 in reaching agreement on the application and/or interpretation of this Agreement and the precise
311 issue(s) submitted for mediation. In the event that the mediation is unsuccessful in producing
312 agreement on resolution of the grievance, the mediator shall prepare a brief written report on the
313 issue(s) in dispute, the positions of the parties, any additional relevant facts, and recommendations
314 for resolution of the dispute. The mediator shall refrain from issuing any statements of opinion or
315 conclusions not essential to the determination of the issues submitted. The report shall be sent to
316 the University President or representative, the Provost or representative, the grievant, the UFF-
317 FSU President, and the UFF-FSU Grievance Chair within fifteen (15) days of the conclusion of
318 mediation.

319 b. Where an administrator has made a judgment involving the exercise of discretion,
320 such as decisions regarding tenure or promotion, the mediator shall not substitute their judgment
321 for that of the administrator. Nor shall the mediator review such decision except for the purpose
322 of determining whether the decision has violated this Agreement. If the mediator determines that
323 the Agreement has been violated, the mediator shall recommend that the University take
324 appropriate action that the mediator shall specify. A mediator may recommend back salary where
325 the mediator determines that the faculty member is not receiving the appropriate salary from the
326 University, and any other payments to which a faculty member is entitled by the provisions of this
327 Agreement, but the mediator may not recommend other monetary damages or penalties. If notice

Renisha Gibbs
Co-Chief Negotiator
FSU - BOT

Michael Mattimore
Co-Chief Negotiator
FSU - BOT

Jennifer Proffitt
Co-Chief Negotiator
UFF – FSU Chapter

Scott Hannahs
Co-Chief Negotiator
UFF – FSU Chapter

Date

Date

Date

Date

328 that further employment will not be offered is not given on time, the mediator may recommend
329 that the University renew the appointment only upon a finding that no other remedy is adequate,
330 and that the notice was given so late that (a) the faculty member was deprived of reasonable
331 opportunity to seek other employment, or (b) the faculty member actually rejected an offer of
332 comparable employment which the faculty member otherwise would have accepted.

333 c. A mediator’s recommendation to award employment beyond the sixth year shall
334 not of itself entitle the faculty member to tenure; however, the decision shall not curtail their right
335 to re-apply for tenure. In such cases the faculty member shall serve during the seventh year without
336 further right to notice that the faculty member will not be offered employment thereafter. If a
337 faculty member is reappointed, the President or representative may reassign the faculty member
338 during such reappointment.

339 (4) Conduct of Mediation. The mediator shall hold the mediation in Tallahassee, unless
340 otherwise agreed by the parties. The mediation shall commence within sixty (60) days of the
341 mediator’s acceptance of selection and the mediator shall conclude the mediation within forty-five
342 (45) days, unless additional time is agreed to by the parties. The mediator shall within fifteen (15)
343 days of the conclusion of mediation report the results to the parties as specified above in Section
344 20.8(f)(3). The report shall be in writing and shall report the settlement of the dispute agreed upon
345 by the parties if the dispute was resolved. If unresolved, the mediator’s report shall summarize the
346 issues in dispute, the positions of the parties, findings of fact, reasoning, and recommendations on
347 the issues submitted. Except as modified by the provisions of this Agreement, mediation
348 proceedings shall be conducted in accordance with the mediation rules and procedures of the
349 American Arbitration Association (*Mediation Procedures of the American Arbitration*
350 *Association*, Amended and Effective October 1, 2009).

351 (5) Effect of Report. The report of the mediator including its recommendations are
352 advisory to the parties.

353 (6) Venue. For purposes of venue in any judicial review of a mediator’s report issued
354 under this agreement, the parties agree that such an appeal shall be filed in the courts in Leon
355 County, Florida, unless both parties specifically agree otherwise in a particular instance. In an
356 action commenced in Leon County, neither the Board nor the UFF will move for a change of venue
357 based upon the defendant’s residence in fact if other than Leon County.

358 (7) Fees and Expenses. All fees and expenses of the mediator shall be divided equally
359 between the parties. Each party shall bear the cost of preparing and presenting its own case. If a
360 faculty member elects self-representation or to be represented by legal counsel pursuant to Sec.
361 20.5, the faculty member is a party for the purposes of this section and the UFF and UFF-FSU are
362 not parties for the purposes of this section.

363 (8) Retroactivity. A mediator’s recommendations may or may not be retroactive as the
364 equities of each case may demand, but in no case shall a recommendation be retroactive to a date
365 earlier than sixty (60) days prior to the date the grievance was initially filed in accordance with
366 this Article.

367
368 ~~(g) Peer Panel. In accordance with Section 1001.741, Florida Statutes, cases involving~~
369 ~~personnel actions or decisions regarding faculty, including in the areas of evaluation, promotions,~~

Renisha Gibbs
Co-Chief Negotiator
FSU - BOT

Michael Mattimore
Co-Chief Negotiator
FSU - BOT

Jennifer Proffitt
Co-Chief Negotiator
UFF – FSU Chapter

Scott Hannahs
Co-Chief Negotiator
UFF – FSU Chapter

Date

Date

Date

Date

370 ~~tenure, discipline, or termination, the faculty member shall be provided with the opportunity for a~~
371 ~~review by an appropriate faculty committee as described in paragraph 20.8(g)(5) below~~
372 ~~(hereinafter referred to as the “Peer Panel” or the “Panel”) prior to issuance of the Notice of~~
373 ~~Discipline or proposed administrative action. This peer panel shall serve as the peer review panel~~
374 ~~specified in Regulation 6C2-1.004(6)(b)3, Florida Administrative Code (Article VI, Section B,~~
375 ~~paragraph 3.a of the University Constitution).~~

376 ~~(1) — The process provided hereby consists of the opportunity to submit written materials~~
377 ~~to the Peer Panel, whose members shall individually and independently consider the evidence and~~
378 ~~submit separate recommendations reflecting their individual points of view to the President or~~
379 ~~representative.~~

380 ~~(2) — Invoking tThis process shall not waive the right of a faculty member to file a~~
381 ~~grievance in accordance with this CBA, or any other adjudicatory due process proceeding~~
382 ~~following the issuance of a final Notice of Discipline or proposed action.~~

383 ~~(3) — Alternatives. As an alternative to the peer review panel, the faculty member may~~
384 ~~elect to meet with the President or representative, in addition to submitting a written statement to~~
385 ~~the President or representative. The faculty member may include in their response supporting~~
386 ~~materials from other individuals. Such election must be made in writing and delivered to the office~~
387 ~~of the President or representative within ten (10) calendar days of receipt of the notice of intent to~~
388 ~~suspend, demote, or terminate.~~

389 ~~(4) — The faculty member’s failure to timely request the peer panel or, in the alternative,~~
390 ~~to follow through with a timely meeting with the President or representative, will constitute a~~
391 ~~waiver by the faculty member of further proceedings under Section 20.8(g) Peer Panel. Failure of~~
392 ~~the faculty member to submit a timely written statement to the Peer Panel will constitute a waiver~~
393 ~~of the opportunity to submit a written statement. In that event, the Panel will offer its opinions~~
394 ~~based on the written material submitted by the President or representative.~~

395 ~~(5) — Peer Panel. Upon the timely request for a peer panel, the President or representative~~
396 ~~will immediately inform the Chairperson of the Faculty Senate Grievance Committee (hereinafter~~
397 ~~referred to as the “Chairperson”), who will within ten (10) calendar days of being informed shall~~
398 ~~designate, from among the members of that Committee, three (3) faculty members who will~~
399 ~~participate individually and independently as the Peer Panel. The Chairperson will notify the~~
400 ~~President or representative, the UFF Grievance Chair, and the faculty member of the establishment~~
401 ~~of the Peer Panel.~~

402 ~~(6) — Submission of Information. Upon establishment of the Panel, the President or~~
403 ~~representative will submit to the Chairperson written materials to be considered by the Panel,~~
404 ~~including the notice of the proposed action and the reasons therefore, with a copy to the faculty~~
405 ~~member and the UFF Grievance Chair. Within ten (10) calendar days thereafter, the faculty~~
406 ~~member may provide to the Chairperson, with a copy to the President or representative and the~~
407 ~~UFF Grievance Chair, a written statement or response to the President or representative’s notice~~
408 ~~and reasons, and any additional written documentation to be considered by the Panel. The~~

Renisha Gibbs
Co-Chief Negotiator
FSU - BOT

Michael Mattimore
Co-Chief Negotiator
FSU - BOT

Jennifer Proffitt
Co-Chief Negotiator
UFF – FSU Chapter

Scott Hannahs
Co-Chief Negotiator
UFF – FSU Chapter

Date

Date

Date

Date

409 ~~Chairperson will transmit copies of the foregoing information and/or documentation to the Panel~~
410 ~~immediately upon receipt thereof. The Peer Panel may seek additional information from either~~
411 ~~party as it deems necessary. The UFF Grievance Chair shall be provided with copies of any such~~
412 ~~requests for additional information as well as the response.~~

413 ~~(7) — Recommendations. The members of the Panel will individually evaluate and~~
414 ~~consider the notice of the proposed action and the reasons therefore and any additional~~
415 ~~documentation submitted by the President or representative and the faculty member and, within~~
416 ~~ten (10) calendar days of the deadline for submissions specified in 20.8(g)(6) above, will submit~~
417 ~~to the President or representative individual written and signed recommendations, with copies~~
418 ~~thereof to the faculty member and the UFF Grievance Chair. The recommendation shall, express~~
419 ~~the Panel members’ individual opinions as to whether administrative action is warranted and, if~~
420 ~~so, whether the proposed administrative action is appropriate under the circumstances or whether~~
421 ~~an alternative proposed administrative action is warranted.~~

422 ~~(8) — Consideration of Recommendations. The President or representative will review~~
423 ~~the Panel recommendations and take them into consideration in deciding whether the University~~
424 ~~should initiate discipline and issue the Notice of Discipline pursuant to Section 16.6, or whether~~
425 ~~other administrative action is appropriate. If the President or representative does not issue a notice~~
426 ~~of disciplinary action, the notice of proposed disciplinary action shall not be retained in the faculty~~
427 ~~member’s evaluation file.~~

428 ~~(9) — Status of Records. By invoking in writing the Peer Panel process, the faculty~~
429 ~~member will have consented to the disclosure to the Panel, for purposes of its process, evaluative~~
430 ~~information. Records maintained for the purposes of any such investigation of misconduct,~~
431 ~~including but not limited to a complaint against a faculty member and all information obtained~~
432 ~~pursuant to the investigation of such complaint, shall be confidential until the investigation ceases~~
433 ~~to be active or until the University provides written notice to the faculty member that the University~~
434 ~~has either concluded the investigation with a finding not to proceed with disciplinary action or~~
435 ~~other administrative action, concluded the investigation with a finding to proceed with disciplinary~~
436 ~~action or other administrative action, or issued a Notice of Intent Letter.~~

438 20.9 Filings and Notification. With the exception of Step 1 and Step 2 decisions, all documents
439 required or permitted to be issued or filed pursuant to this Article may be transmitted ~~by fax,~~ United
440 States mail, or any other recognized delivery service (note: e-mail is not an acceptable form of
441 delivery). Step 1 and Step 2 decisions shall be transmitted to the grievant’s representative(s) by
442 personal delivery with written documentation of receipt or by certified mail, return receipt
443 requested. In the event that any action falls due on a Saturday, Sunday, or holiday (as referred to
444 in Section 17.5), the action will be considered timely if it is accomplished by 5:00 P.M. on the
445 following business day.

Renisha Gibbs
Co-Chief Negotiator
FSU - BOT

Michael Mattimore
Co-Chief Negotiator
FSU - BOT

Jennifer Proffitt
Co-Chief Negotiator
UFF – FSU Chapter

Scott Hannahs
Co-Chief Negotiator
UFF – FSU Chapter

Date

Date

Date

Date

446 20.10 Precedent. No complaint informally resolved, or grievance resolved at either Step 1 or 2,
447 shall constitute a precedent for any purpose unless agreed to in writing by the Board of Trustees
448 or representative and the UFF acting through its President or representative.

449 20.11 Processing.

450 (a) The filing or pendency of any grievance or post-grievance ~~arbitration~~ post-grievance
451 ~~arbitration~~ post-grievance proceedings under this Article shall not operate to impede, preclude, or
452 delay the University from taking the action complained of. Reasonable efforts, including the
453 shortening of time limits when practical, shall be made to conclude the processing of a grievance
454 prior to the expiration of the grievant’s employment, whether by termination or failure to
455 reappoint. A faculty member with a pending grievance will not continue to be compensated beyond
456 the last date of employment.

457 (b) Nothing herein shall be construed to authorize the Chair/Dean/Unit Head, ~~the Dean~~, the
458 President, the Provost, or their representatives to refuse to respond to a grievance filed under this
459 Article.

460 20.12 Reprisal. No reprisal of any kind will be made by the University or the UFF against any
461 grievant, any witness, any UFF representative, or any other participant in the grievance procedure
462 by reason of such participation. In a grievance or post-grievance procedure ~~or post-grievance~~
463 ~~procedure~~ where the arbitrator or mediator ~~or panel~~ or panel has established that the grievant has
464 made a prima facie case of reprisal, the burden of proof shall be on the Board to demonstrate that
465 there was no reprisal.

466 20.13 Records. All written materials pertinent to a grievance shall be filed separately from the
467 evaluation file of the grievant or witnesses, except decisions resulting from arbitration, ~~post-~~
468 ~~grievance procedure~~, ~~post-grievance procedure~~, final disposition, or settlement.

469 20.14 Inactive Grievances. A grievance which has been filed at Step 2 or Step 3 and on which no
470 action has been taken by the grievant or the UFF for sixty (60) days shall be deemed withdrawn
471 and resolved in accordance with the decision issued at the prior Step.

472 20.15 Expedited Grievance Procedure for Conflict of Interest (Section 19.5).

473 (a) A grievance alleging a violation of Article 19 shall be heard at Step 1 by the ~~President or~~
474 ~~representative~~ Chief Compliance and Ethics Officer no more than seven (7) days after it has been
475 filed. The ~~President or representative~~ Chief Compliance and Ethics Officer shall issue a Step 1
476 decision no more than 7 days after the Step 1 meeting.

477 (b) A request for review of the Step 1 decision shall be filed with the President Provost or
478 ~~representative~~ using Appendix “D₂”; no more than seven (7) days following the receipt of the Step
479 1 decision. The Step 2 meeting shall be held no more than 7 days after the receipt of Appendix
480 “D₂”; and the Step 2 decision shall be issued no more than 7 days after the meeting.

481 (c) A request for Step 3 arbitration or mediation ~~or Peer Panel~~ ~~or NIRD procedure~~ ~~or NIRD~~
482 ~~procedure~~ using Appendix “E” shall be filed within fourteen (14) days after receipt of the Step 2

Renisha Gibbs
Co-Chief Negotiator
FSU - BOT

Michael Mattimore
Co-Chief Negotiator
FSU - BOT

Jennifer Proffitt
Co-Chief Negotiator
UFF – FSU Chapter

Scott Hannahs
Co-Chief Negotiator
UFF – FSU Chapter

Date

Date

Date

Date

483 decision. An arbitrator ~~or Peer Panel~~ or mediator shall be selected by the parties no more than
484 fourteen (14) days following the receipt of the Appendix “E.”: For arbitration, ~~the arbitrator or~~
485 ~~Peer Panel or NIRD Panel or NIRD Panel~~ shall issue a memorandum of decision ~~or~~
486 ~~recommendation, as appropriate,~~ within 7 days following the conclusion of the ~~dispute~~
487 ~~resolution arbitration arbitration dispute resolution arbitration or Peer Panel Review,~~ to be followed
488 by a written opinion and award ~~or recommendation, as appropriate,~~ in accordance with Section
489 20.8(f)(5). For mediation, the mediator shall issue a report and recommendation within 7 days
490 following the conclusion of the mediation in accordance with 20.8(g)(3)a.

491 (d) If Section 1001.741 limiting the use of arbitrations is struck or enjoined by a court of
492 competent jurisdiction or amended by the legislature to permit the arbitration of these decisions,
493 the parties shall establish a panel of three (3) experienced arbitrators to hear a grievance filed in
494 accordance with this Section. Section 1001.741, Florida Statutes applies to this section as it
495 pertains to arbitration pursuant to Section 20.8(e)(3)(a).

496 ~~(d) For arbitrations, the parties shall establish a panel of three (3) experienced arbitrators~~
497 ~~to hear a grievance filed in accordance with this Section.~~

498 (e) All other provisions of Article 20 shall apply to these grievances, except as noted
499 above.

500

Renisha Gibbs
Co-Chief Negotiator
FSU - BOT

Date

Michael Mattimore
Co-Chief Negotiator
FSU - BOT

Date

Jennifer Proffitt
Co-Chief Negotiator
UFF – FSU Chapter

Date

Scott Hannahs
Co-Chief Negotiator
UFF – FSU Chapter

Date