

1 MEMORANDUM OF AGREEMENT
2 BETWEEN
3 FLORIDA STATE UNIVERSITY BOARD OF TRUSTEES
4 AND
5 THE UNITED FACULTY OF FLORIDA – FACULTY UNIT

6
7 Mediation Pilot Program
8

9 WHEREAS, the Florida State University Board of Trustees (hereinafter “Board”) and the United
10 Faculty of Florida (hereinafter “UFF”) are engaged in good faith collective bargaining;
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12 WHEREAS, the Board and the UFF acknowledge that their Collective Bargaining Agreement
13 (hereinafter “CBA”), Article 20 contains provisions regarding arbitration as Step 3 in the Grievance
14 Process but that Section 1001.741(2), Florida Statutes, states that “personnel actions or decisions
15 regarding faculty, including in the areas of evaluations, promotions, tenure, discipline, or termination,
16 may not be appealed beyond the level of a university president or designee. Such actions or decisions
17 must have as their terminal step a final agency disposition, which must be issued in writing to the faculty
18 member, and are not subject to arbitration.”
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20 WHEREAS, the parties understand that at least two lawsuits challenging Section 1001.741(2), Florida
21 Statutes, are currently pending in state or federal courts;
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23 WHEREAS, the parties wish to conduct a Mediation Pilot Program as an alternative dispute resolution
24 process (available when arbitration for personnel actions or decisions regarding faculty is not
25 permissible under Florida law) to assess its long-term feasibility, with such program being in effect until
26 June 30, 2025 or while Section 1001.741(2), Florida Statutes, is in effect, whichever comes first;
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28 NOW, THEREFORE, the parties understand and agree to the following:
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- 30 1. A pilot program to allow mediation as Step 3 in the CBA’s Grievance Process, as follows:
31 a. Grievances that are eligible for the Mediation Pilot Program at Step 3 are limited to
32 faculty suspensions, demotions and terminations that have not already gone through the
33 Peer Panel process outlined in the CBA’s Article 16.5.
34 b. If an eligible grievance has not been satisfactorily resolved at Step 2, the UFF may
35 request mediation by sending written notice to the Office of Human Resources – Faculty
36 Relations within fifteen (15) days after receipt of the Step 2 decision.
37 c. After receipt of the notice requesting mediation, a representative of the UFF and of the
38 Board will select a mediator from the Florida Circuit-Civil Mediator Society (a chapter of
39 the National Academy of Distinguished Neutrals) who is mutually agreeable to both
40 parties.
41 d. The parties may agree to hold the mediation in person at an agreed upon location in
42 Tallahassee, Florida (or elsewhere, by agreement) or via Zoom.
43 e. The mediation will be conducted on one (1) business day, scheduled at a day and time
44 mutually agreeable to both parties and the selected mediator, and the mediation will last
45 up to but shall not exceed eight (8) hours.

