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Article 20
GRIEVANCE PROCEDURE AND ARBITRATION

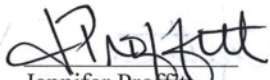
3 20.1 Policy/Informal Resolution. The purpose of this article is to promote a prompt and efficient
4 procedure for the investigation and resolution of grievances. The procedures hereinafter set forth
5 shall be the sole and exclusive method for resolving the grievances of faculty members as defined
6 herein. The parties agree that all problems should be resolved, whenever possible, before the filing
7 of a grievance but within the time limits for filing grievances stated elsewhere in this article, and
8 encourage open communications between administrators and faculty members so that resorting to
9 the formal grievance procedure will not normally be necessary. The parties further encourage the
10 informal resolution of grievances whenever possible. At each step in the grievance process,
11 participants are encouraged to pursue appropriate modes of conflict resolution including the use
12 of mediation.


13 20.2 Resort to Other Procedures. It is the intent of the parties to first provide a reasonable
14 opportunity for resolution of a dispute through the grievance procedure and arbitration -process.
15 Except as noted below, if prior to seeking resolution of a dispute by filing a grievance hereunder,
16 or while the grievance proceeding is in progress, a faculty member requests, in writing, resolution
17 of the matter in any other forum, whether administrative or judicial, the Board or the University
18 shall have no obligation to entertain or proceed further with the matter pursuant to this grievance
19 procedure. As an exception to this provision, a grievant may file an EEOC charge while the
20 grievance is in progress when such filing becomes necessary to meet federal filing deadlines
21 pursuant to 42 U.S.C. § 2000e et seq. Further, since the parties do not intend that this grievance
22 procedure be a device for appellate review, the President’s response to a recommendation of a
23 hearing officer or other individual or group having appropriate jurisdiction in any other procedure
24 shall not be an act or omission giving rise to a grievance under this procedure.

25 20.3 Definitions and Forms. As used herein:
26 (a) The term “grievance” shall mean a dispute filed on a form referenced in Section 20.3(c)
27 concerning the interpretation or application of a specific term or provision of this Agreement,
28 subject to those exclusions appearing in other Articles of this Agreement.

29 (b) The term “grievant” shall mean:
30 (1) a faculty member or group of faculty members who has/have filed a grievance in a
31 dispute over a provision of this Agreement which confers rights upon the faculty member(s);
32 (2) the UFF where it has filed a grievance without the aggrieved faculty member(s) in a
33 dispute over a provision of this agreement which confers rights upon such faculty members(s); or
34 (3) the UFF where it has filed a grievance in a dispute over a provision of this Agreement.
35 A grievance filed by the FSU Chapter of the UFF which alleges a violation of its rights by the
36 University may be initiated at Step 2. A grievance of a decision made by the President or the
37 Provost is to be initiated at Step 2. The parties may agree to consolidate grievances of a similar
38 nature to expedite the review process.


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39 (c) Grievance Forms. Each grievance, request for review, and notice of arbitration must be
40 submitted in writing on the appropriate form attached to this Agreement as Appendix "C," "D," or
41 "E," respectively, and shall be signed by the grievant. All grievance forms shall be dated when the
42 grievance is received. If there is difficulty in meeting any time limit, the UFF representative may
43 sign such documents for the grievant; however, the grievant's signature shall be provided prior to
44 the Step 1 meeting, or Step 2 meeting if filed directly at Step 2. The aforementioned grievance
45 forms, as well as Appendix "H," may be filed by means of fax, United States mail, or any other
46 recognized means of delivery.

47 20.4 Burden of Proof. In all grievances except disciplinary grievances in accordance with Article
48 16, Disciplinary Action and Job Abandonment and any other exceptions stated elsewhere in this
49 Agreement, the burden of proof shall be on the faculty member or the UFF. In disciplinary
50 grievances, the burden of proof shall be on the Board.

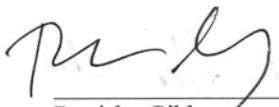
51 20.5 Representation. The UFF shall have the exclusive right to represent any faculty member in
52 a grievance filed hereunder, unless a faculty member elects self-representation or to be represented
53 by legal counsel. If a faculty member elects not to be represented by the UFF, the University shall
54 promptly inform the UFF in writing of the grievance. No resolution of any individually processed
55 grievance shall be inconsistent with the terms of this Agreement and for this purpose the UFF shall
56 have the right to have an observer present at all meetings called for the purpose of discussing such
57 grievance. The UFF Grievance Chair or representative shall be informed of the dates and times of
58 any such meetings at the same time as the other parties. The UFF Grievance Chair shall be sent
59 copies of all correspondence related to such, including grievance decisions at the same time as
60 they are sent to the other parties.

61 20.6 Grievance Representatives. The UFF shall annually furnish to the Board a list of all persons
62 authorized to act as grievance representatives and shall update the list as needed. The UFF
63 grievance representative shall have the responsibility to meet all classes, office hours, and other
64 duties and responsibilities incidental to the assigned workload. Some of these activities are
65 scheduled to be performed at particular times. Such representative shall have the right during times
66 outside of those hours scheduled for these activities to investigate, consult, and prepare grievance
67 presentations and attend grievance hearings and meetings. Should any hearings or meetings with
68 the dean or unit head, the provost, or their representatives necessitate rescheduling of assigned
69 duties, the representative may, with the approval of the appropriate administrator, arrange for the
70 rescheduling of such duties or their coverage by colleagues. Such approval shall not be
71 unreasonably withheld.

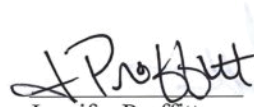
72 20.7 Appearances.


73 (a) When a faculty member participates in an arbitration, or in a grievance or meeting
74 between the grievant or representative and the Board or representative, that faculty member's
75 compensation shall neither be reduced nor increased for time spent in those activities.

76 (b) Prior to participation in any such proceedings, conferences, or meetings, the faculty
77 member shall make arrangements acceptable to the appropriate supervisor for the performance of


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78 the faculty member's scheduled duties as defined in Article 9.1. Approval of such arrangements
79 shall not be unreasonably withheld. Time spent in such activities outside regular working hours
80 shall not be counted as time worked.

81 20.8 Formal Grievance Procedure.

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



98 (b) Filing.

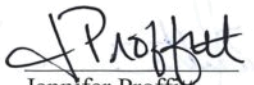
99 (1) Within fifteen (15) days from the conclusion of a facilitation period that failed to
100 produce an informal resolution, the grievant shall be entitled to file a Step 1 grievance with the
101 unit head, defined for the purpose of this Article as dean or comparable-level administrator, as
102 appropriate.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


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

108 (3) Where final and binding arbitration is allowed, filing of a grievance constitutes a
109 waiver of any rights to judicial review of final agency action or to the review of such actions under
110 University procedures that may otherwise be available to address such matters. These grievance
111 and arbitration procedures shall be the sole review mechanism for resolving disputes regarding
112 rights or benefits that are provided exclusively by this Agreement. Except as otherwise provided
113 herein, only those acts or omissions and sections of the Agreement identified at the initial filing
114 may be considered at subsequent steps.

115 (c) Time Limits. All time limits contained in this Article may be extended by mutual
116 agreement of the parties, except that the time limits for the initial filing of a grievance may be
117 extended only by agreement between the University and the UFF. Upon failure of the Board to
118 provide a decision within the time limits provided in this Article, the grievant or the UFF, where


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119 appropriate, may appeal to the next step. Upon the failure of the grievant or the UFF, where
120 appropriate, to file an appeal within the time limits provided in this Article, the grievance shall be
121 deemed to have been resolved by the decision at the prior step.

122 (d) Step 1.

123 (1) Meeting. The Chair/Dean/Unit Head or ~~his/her~~their representative and the grievant
124 and the grievant's representative shall meet at a mutually convenient time within fifteen (15) days
125 following receipt of the grievance. At the Step 1 meeting, the grievant shall have the right to
126 present any evidence in support of the grievance, and the grievant and/or the UFF representative
127 or the grievant's legal counsel (if selected pursuant to Section 20.5), and the Unit Head or
128 representative, shall discuss the grievance.

129 (2) Decision. The Chair/Dean/Unit Head or representative shall issue a written decision,
130 stating the reasons therefore, to the grievant's Step 1 representative within fifteen (15) days
131 following the conclusion of the meeting. Fifteen (15) days shall be determined by a receipt
132 executed by the office receiving the grievance, or by the date of mailing as determined by the
133 postmark. In the absence of an agreement to extend the period for issuing the Step 1 decision, the
134 grievant may proceed to Step 2 if the grievant's Step 1 representative has not received the written
135 decision by the end of the twentieth (20th) day following the conclusion of the Step 1 meeting. A
136 copy of the decision shall be sent to the grievant and to the local UFF grievance representative if
137 the grievant elected self-representation or representation by legal counsel.


138 (3) Documents. ~~Where practicable,~~ The Step 1 reviewer shall make available to the
139 grievant, or grievance representative, documentation referenced in the Step 1 decision prior to its
140 issuance. All documents referred to in the decision and any additional documents presented by the
141 grievant shall be attached to the decision, together with a list of these documents. In advance of
142 the Step 1 meeting, the grievant shall have the right, upon written request, to a copy of any
143 identifiable documents relevant to the grievance.

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


146 (e) Step 2.


147 (1) Review. If the grievance is not satisfactorily resolved at Step 1, the grievant may file
148 a written request for review with the Provost or ~~his/her~~their representative the Vice President for
149 Faculty Development and Advancement within fifteen (15) days following receipt of the Step 1
150 decision by the grievant's Step 1 representative. Fifteen (15) days shall be determined by a receipt
151 executed by the office receiving the grievance, or by the date of mailing as determined by the
152 postmark.

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


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160 grievance.


161 (3) Personnel Actions or Decisions. In accordance with Section 1001.741, Florida Statutes,
162 personnel actions or decisions regarding faculty, including in the areas of evaluations, promotions,
163 tenure, discipline, or termination, may not be appealed beyond the level of a university president
164 or designee. Where ~~final and binding~~ arbitration of a personnel decision or action is statutorily
165 prohibited, ~~such~~ such Step 3 actions or decisions will be advisory to the university president, and
166 will have as their terminal step a written final agency disposition, which will provide a statement
167 of the right to judicial review. If section 1001.741 limiting the use of ~~final and binding~~ arbitration
168 is struck or enjoined by a court of competent jurisdiction or amended by the legislature to permit
169 ~~final and binding~~ arbitrations of these decisions, such decisions may proceed as outlined below in
170 Section 20.8(e)(4) and Section 20.8(f).

171
172 (4) Where a personnel action or decision is not subject to arbitration, the grievant may
173 request that the Provost, prior to issuing a Step 2 decision, refer the grievance to a fact-finder to
174 conduct an investigation culminating in written non-binding findings of facts and a non-binding
175 recommendation for the resolution of the grievance. The Provost ~~shall~~ has the discretion to make
176 the referral to the fact finder who will issue the non-binding findings and recommendation within
177 ten (10) business days of their appointment. The fact finder will be a current ~~or retired~~ faculty
178 member, in or out of the bargaining unit, ~~or administrator~~ that is mutually agreed upon by the UFF
179 and the University. This process is not available for contract issues that have a defined review
180 process (i.e. Assignment, Evaluations, Discipline, Conflicts of Interest).


181 (i) Selection of fact finder. For the first filing of a notice of intent to initiate fact
182 finding during the term of this contract, representatives of the University and the UFF shall meet
183 within fifteen (15) days after receipt of a notice of intent to fact find, for the purpose of selecting
184 a fact finder panel, which will be used for any further fact finding during the term of this contract.
185 The parties will meet to select a fact finder from the fact finder panel consisting of no fewer than
186 six (6) members. Selection of an individual fact finder shall be by mutual agreement or by
187 alternately striking names from the fact finder panel until one name remains. The right of the first
188 choice to strike from the list shall be determined by the flip of a coin. The parties may mutually
189 select as the fact-finder an individual who is not a member of the panel.


190 (ii) The fact finder shall not have a conflict of interest and not be from the same
191 department/unit as the grievant.

192 (53) Decision. The Provost or ~~his/her~~ Vice President for Faculty Development ~~or~~ and
193 Advancement ~~their representative~~ shall issue a written decision, stating the reasons therefore, to the
194 grievant's Step 2 representative within fifteen (15) days following the conclusion of the review
195 meeting ~~or within fifteen (15) days of receipt of the report and recommendation from the fact-~~
196 finder. Fifteen (15) days shall be determined by a receipt executed by the office receiving the
197 grievance, or by the date of mailing as determined by the postmark. In the absence of an agreement
198 to extend the period for issuing the Step 2 decision, the UFF may proceed to Step 3 (arbitration) if
199 the grievant's Step 2 representative has not received the written decision by the end of the twentieth
200 (20th) day following the conclusion of the Step 2 meeting. A copy of the decision shall be sent to
201 the grievant and to the UFF if the grievant elected self-representation or representation by legal
202 counsel.


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203 (64) Documents. The decision shall not refer to any documents other than those presented
204 by the grievant and the Provost or the Vice President for Faculty Development and Advancement
205 ~~representative~~ at or prior to the Step 2 meeting, except by mutual written agreement of the grievant
206 and the Provost or the Vice President for Faculty Development and Advancement ~~representative~~.
207 Documents referred to in the decision and any additional documents presented by the grievant at
208 or prior to the Step 2 meeting shall be attached to the decision unless such documents are public
209 and readily available, together with a list of these documents.


210 (6) Upon agreement by the parties, a grievance that is not resolved at Step 2 of the
211 grievance process may be submitted to mediation. The mediation shall be conducted in accordance
212 with the Florida Rules for Court Appointed Mediation. If mediation is declined by either party or
213 fails to produce a settlement acceptable to both parties, the grievance will proceed to Step 3
214 Arbitration and Fact-Finding. Mediation costs will be borne equally by the parties, except that if
215 the UFF withdraws its request for mediation prior to the conclusion of mediation, the UFF shall
216 bear the entire cost of the mediator including any cancellation charges.

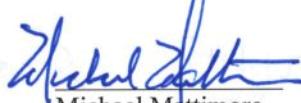
217 (f) Step 3 Arbitration and Fact-Finding.

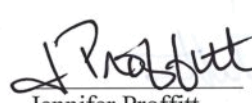
218 (1) Filing. If the grievance has not been satisfactorily resolved at Step 2, the UFF may,
219 upon the request of the grievant, proceed to arbitration, as permitted by law, or fact-finding by
220 filing a written notice of the intent to do so. Notice of intent to proceed to arbitration or fact-finding
221 must be filed with the Office of the President within fifteen (15) days after receipt of the Step 2
222 decision by the grievant's Step 2 representative and shall be signed by the grievant and the state
223 UFF President or representative, or state UFF ~~Director of Arbitrations~~ Contract Enforcement
224 Committee Chairperson (CEC Chair). Fifteen (15) days shall be determined by a receipt executed
225 by the office receiving the grievance, or by the date of mailing as determined by the postmark. The
226 grievance may be withdrawn at any time by the grievant or by the UFF President or ~~Director of~~
227 ~~Arbitrations~~ CEC Chair at any point during Step 3. The parties shall stipulate to the issue(s) prior
228 to the arbitration or fact-finding. In the event a stipulation is not reached, the parties shall proceed
229 to a hearing on arbitrability pursuant to Section 20.8 (f)(4).


230 (2) Selection of Arbitrator or Fact-Finder. For the first filing of a notice of intent to
231 arbitrate or initiate fact-finding during the term of this contract, representatives of the University
232 and the UFF shall meet within fifteen (15) days after receipt of a notice of intent to arbitrate or
233 initiate fact-finding, for the purpose of selecting an Arbitration and Fact-Finding Panel, which will
234 be used for any further arbitrations or fact-finding during the term of this contract. The parties will
235 meet to select an arbitrator or fact-finder from an Arbitration ~~an Arbitration~~ the Panel consisting of
236 no fewer than six (6) members. Selection of an individual arbitrator or fact-finder shall be by
237 mutual agreement or by alternately striking names from the ~~Arbitration Panel~~ Arbitration Panel
238 until one name remains. The right of the first choice to strike from the list shall be determined by
239 the flip of a coin. If the parties are unable to agree on a ~~p~~ Panel of arbitrators ~~of arbitrators,~~ they
240 shall follow the normal American Arbitration Association procedure for the selection of an
241 arbitrator or fact-finder. The parties may mutually select as the arbitrator or fact-finder an
242 individual who is not a member of the ~~Arbitration~~ Panel. The arbitration or fact-finding hearing
243 shall be held within sixty (60) days following the selection of the arbitrator or fact-finder.

244 (3) Authority of the Arbitrator or Fact-Finder.


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245 a. The arbitrator ~~or fact finder~~ shall neither add to, subtract from, modify, nor alter
246 the terms or provisions of this Agreement. Arbitration or fact finding shall be confined solely to
247 the application and/or interpretation of this Agreement and the precise issue(s) submitted for
248 arbitration or fact finding. The arbitrator ~~or fact finder~~ shall refrain from issuing any statements of
249 opinion or conclusions not essential to the determination of the issues submitted.

250 b. Where an administrator has made a judgment involving the exercise of discretion,
251 such as decisions regarding tenure or promotion, the arbitrator ~~or fact finder~~ shall not substitute
252 ~~the arbitrator's~~ their judgment for that of the administrator. Nor shall ~~the arbitrator~~ they review such
253 decision except for the purpose of determining whether the decision has violated this Agreement.
254 If the arbitrator determines that the Agreement has been violated, and when permitted by law, the
255 arbitrator shall direct the University to take appropriate action that the arbitrator shall specify. An
256 arbitrator may award back salary where the arbitrator determines that the faculty member is not
257 receiving the appropriate salary from the University, and any other payments to which a faculty
258 member is entitled by the provisions of this Agreement, but the arbitrator may not award other
259 monetary damages or penalties. If notice that further employment will not be offered is not given
260 on time, the arbitrator may direct the University to renew the appointment only upon a finding that
261 no other remedy is adequate, and that the notice was given so late that (a) the faculty member was
262 deprived of reasonable opportunity to seek other employment, or (b) the faculty member actually
263 rejected an offer of comparable employment which the faculty member otherwise would have
264 accepted.

265 c. An arbitrator's decision awarding employment beyond the sixth year shall not of
266 itself entitle the faculty member to tenure; however, the decision shall not curtail their right to re-
267 apply for tenure. In such cases the faculty member shall serve during the seventh year without
268 further right to notice that the faculty member will not be offered employment thereafter. If a
269 faculty member is reappointed at the direction of an arbitrator, the President or representative may
270 reassign the faculty member during such reappointment.

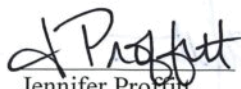
271 (4) Arbitrability. Issues of arbitrability shall be bifurcated from the substantive issue(s)
272 and, whenever possible, determined by means of a hearing conducted by conference call. The
273 arbitrator shall have ten (10) days from the hearing to render a decision on arbitrability. If the issue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


276 (5) Conduct of Hearing. The arbitrator ~~or fact finder~~ shall hold the hearing in
277 Tallahassee, unless otherwise agreed by the parties. The hearing shall commence within sixty (60)
278 days of the arbitrator's or fact finder's acceptance of selection and the arbitrator or fact finder shall
279 issue the decision or report within forty-five (45) days of the close of the hearing or the submission
280 of briefs, whichever is later, unless additional time is agreed to by the parties. The decision ~~or~~
281 report shall be in writing and shall set forth findings of fact, reasoning, and conclusions on the
282 issues submitted. Except as modified by the provisions of this Agreement, arbitration ~~or fact-~~
283 finding proceedings shall be conducted in accordance with the rules and procedures of the
284 American Arbitration Association.

285 (6) Effect of Decision. The-When permitted by law, the decision or award of the
286 arbitrator shall be final and binding upon the University, the UFF, and the grievant, provided that
287 either party may appeal such award to an appropriate court of law pursuant to the Florida


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288 Arbitration Code, Chapter 682, Florida Statutes. In cases where final and binding arbitration is
289 not permitted by law, the fact-finder's report and recommendations shall be advisory to the
290 University pPresident.

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

296 (8) Fees and Expenses. All fees and expenses of the arbitrator or fact-finder shall be
297 divided equally between the parties. Each party shall bear the cost of preparing and presenting its
298 own case. The party desiring a transcript of the arbitration proceedings shall provide written notice
299 to the other party of its intention to have a transcript of the arbitration or fact-finding hearing made
300 at least one week prior to the date of the arbitration arbitration hearing. The party desiring such
301 transcript shall be responsible for scheduling a stenotype reporter to record the proceedings. The
302 parties shall share equally the appearance fee of the stenotype reporter and the cost of obtaining
303 an original transcript and one copy for the party originally requesting a transcript of the
304 proceedings. The requesting party shall, at its expense, photocopy the copy of the transcript
305 received from the reporter and deliver the photocopy to the other party within five days after
306 receiving the copy of the transcript from the reporter.



307 (9) Retroactivity. An arbitrator's award may or may not be retroactive as the equities of
308 each case may demand, but in no case shall an award be retroactive to a date earlier than sixty (60)
309 days prior to the date the grievance was initially filed in accordance with this Article.
310


311 20.9 Filings and Notification. With the exception of Step 1 and Step 2 decisions, all documents
312 required or permitted to be issued or filed pursuant to this Article may be transmitted by fax, by
313 United States mail, or any other recognized delivery service (note: e-mail is not an acceptable form
314 of delivery). Step 1 and Step 2 decisions shall be transmitted to the grievant's representative(s) by
315 personal delivery with written documentation of receipt or by certified mail, return receipt
316 requested. In the event that any action falls due on a Saturday, Sunday, or holiday (as referred to
317 in Section 17.5), the action will be considered timely if it is accomplished by 5:00 P.M. on the
318 following business day.

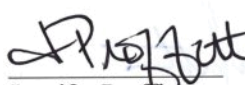
319 20.10 Precedent. No complaint informally resolved, or grievance resolved at either Step 1 or 2,
320 shall constitute a precedent for any purpose unless agreed to in writing by the Board of Trustees
321 or representative and the UFF acting through its President or representative.

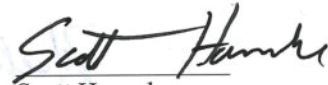
322 20.11 Processing.

323 (a) The filing or pendency of any grievance or arbitration or fact-finding proceedings under
324 this Article shall not operate to impede, preclude, or delay the University from taking the action
325 complained of. Reasonable efforts, including the shortening of time limits when practical, shall be
326 made to conclude the processing of a grievance prior to the expiration of the grievant's
327 employment, whether by termination or failure to reappoint. A faculty member with a pending
328 grievance will not continue to be compensated beyond the last date of employment.


Renisha Gibbs
Co-Chief Negotiator
FSU - BOT

Date


Michael Mattimore
Co-Chief Negotiator
FSU / BOT
8/12/24
Date


Jennifer Proffitt
Co-Chief Negotiator
UFF - FSU Chapter
8/12/24
Date


Scott Hannahs
Co-Chief Negotiator
UFF - FSU Chapter
8/12/2024
Date

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

332 20.12 Reprisal. No reprisal of any kind will be made by the University or the UFF against any
333 grievant, any witness, any UFF representative, or any other participant in the grievance procedure
334 by reason of such participation. In a grievance where the arbitrator or fact finder has established
335 that the grievant has made a prima facie case of reprisal, the burden of proof shall be on the Board
336 to demonstrate that there was no reprisal.

337 20.13 Records. All written materials pertinent to a grievance shall be filed separately from the
338 evaluation file of the grievant or witnesses, except decisions resulting from arbitration, final
339 disposition, or settlement.

340 20.14 Inactive Grievances. A grievance which has been filed at Step 2 or Step 3 and on which no
341 action has been taken by the grievant or the UFF for sixty (60) days shall be deemed withdrawn
342 and resolved in accordance with the decision issued at the prior Step.

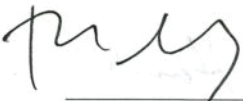
343 20.15 Expedited Grievance Procedure for Conflict of Interest (Section 19.5).

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


348 (b) A request for review of the Step 1 decision shall be filed with the President Provost or
349 representative using Appendix "D," no more than seven (7) days following the receipt of the Step
350 1 decision. The Step 2 meeting shall be held no more than seven (7) days after the receipt of
351 Appendix "D," and the Step 2 decision shall be issued no more than seven (7) days after the
352 meeting.


353 (c) A request for arbitration or fact finding using Appendix "E" shall be filed within fourteen
354 (14) days after receipt of the Step 2 decision. An arbitrator or fact finder shall be selected by the
355 parties no more than fourteen (14) days following the receipt of the Appendix "E." The arbitrator
356 shall issue a memorandum of decision within seven (7) days following the conclusion of the
357 arbitration, to be followed by a written opinion and award, in accordance with Section 20.8(f)(56).
358 The fact finder, if applicable per F.S. 1001.741, shall issue a memorandum of advice with non-
359 binding recommendations with seven (7) days following conclusion of the fact finding hearing, to
360 be followed by a written report with non-binding recommendations.

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


Renisha Gibbs
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6/12/24
Date



Michael Mattimore
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8/12/24
Date



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8/12/24
Date



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

368 (ed) All other provisions of Article 20 shall apply to these grievances, except as noted
369 above.


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Date


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