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APPOINTMENT & PROMOTION**

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6.1 General Principles.

- (a) The University and UFF recognize that Florida Polytechnic University is a new institution, and as such, both parties accept that flexibility is required as we develop an excellent faculty through the process of appointment and promotion. The University and UFF share the desire to improve the quality of the University in all areas, but particularly in the execution of teaching, research, and service by the faculty. This article balances a recognition of the University’s unique history, newness, and current situation with a shared desire for continuous improvement.
- (b) Faculty are defined as individuals whose primary responsibilities include teaching, service, and where applicable, research. Faculty included in this contract are designated by ranks of Instructor, Senior Instructor, Distinguished Instructor, Professor of Practice, Assistant Professor, Associate Professor, and Professor.
- (c) The University and UFF further recognize that reappointment and promotions are an important method by which the University recognizes excellence and rewards its employees’ contributions to advancing the mission of the University.
- (d) Reappointment and promotion decisions are not determined by any sole factor and are based upon a careful and rigorous assessment that relies upon faculty and administrative review of:

- (3) Criteria for Instructor, Senior Instructor, Distinguished Instructor and Professor of Practice reappointment and promotion will be developed through the process outlined below in Section 6.10.
- (c) Review Panel and Committees for Instructor-Level rank Reappointments and Promotion (ranks are Instructor, Senior Instructor, and Distinguished Instructor).
- (1) Instructor-DEP: Shall consist of the department DEP and one (1) out-of-department Distinguished Instructor or Senior Instructor chosen by the Provost. If there is no out-of-department Senior Instructor, the Provost will appoint one out of department faculty member with the rank Associate professor or higher to serve on the instructor DEP.
- (2) Instructor-UEC: Shall consist of the UEC plus one (1) Distinguished Instructor or Senior Instructor. If there is no individual with the rank Senior Instructor, the Provost will choose one (1) Associate Professor from outside WKH, QVWUXFWRU¶V GHSDUWPHQW
- (d) Reappointment and/or Promotion Process, the Instructor Review.
- (1) The Instructor-DEP and Instructor-UEC follow the same process as they do for other faculty, except there is no outside letter requirement for Instructor promotion, Senior Instructor promotion or Senior Instructor reappointment, or Distinguished Instructor reappointment.
- (2) For reappointment reviews of Instructors and Senior Instructors, the Instructor-DEP provides its report directly to the Provost.
- (3) Every third (3rd) reappointment review for Instructors, Senior Instructors, and Distinguished Instructors requires an evaluation by the Instructor-UEC.
- (4) Promotion reviews for Instructors and Senior Instructors require an evaluation by the Instructor-UEC.
- (5) Provost Review and Recommendation.
- a. Both Instructor-DEP and Instructor-UEC reviews for Instructors and Senior Instructors culminate in either a positive or negative recommendation by the Provost as described in Section 6.8(d)(2).
- b. These processes shall be consistent with that outlined for other faculty in Section 6.8(d).
- (6) 3UHVLGHQW¶V 5HYLHZHG QRG reappointments and promotions by the President and Provost will be acted upon in the same manner as described in Section 6.8(e).
- (e) Reappointment Process, Professor of Practice Review.
- (1) The Professor of Practice reappointment process follows the same process as that for Distinguished Instructor.
- (2) Every third (3rd) reappointment review for Professors of Practice requires an evaluation by the Instructor-UEC.

ARTICLE 20
ACCESS TO DOCUMENTS

- 20.1** Board of Trustees and University Documents.
- (a) Except as described in Section 20.6, the University shall provide, upon request, UFF with an electronic copy of documents necessary to administer grievances and other provisions of this agreement or otherwise carry out UFF's obligations as the certified bargaining agent for the bargaining unit. Alternatively, the University may provide UFF with the URL address for these materials.
 - (b) If not available on a website, the University shall, upon request, provide UFF with an electronic copy of the agenda, supporting materials, and minutes of public meetings (including public subcommittee meetings) that bear on the terms and conditions of employment of unit members.
- 20.2** The University shall ensure that the documents below are available by links on the University's website:
- (a) Faculty handbook;
 - (b) Employee handbook;
 - (c) Agenda, supporting materials, and minutes of public meetings of the Board of Trustees and its committees;
 - (d) University regulations;
 - (e) Collective bargaining agreement and all supplements to it; and
 - (f) Other University policies and procedures affecting employee terms and conditions of employment.
- 20.3** Salary Records Access. The University shall, upon request, and no more than once per academic year, provide UFF, within twenty (20) business days with an electronic report reflecting the base academic year salary and any academic year salary increase (provided as a percent increase) for each in-unit member during the preceding twelve (12) months by each increase category.
- 20.4** Bargaining Unit Member List. The University shall provide within twenty (20) business days of a request by the UFF, and no more than twice per academic year, the following information pertaining to each bargaining unit member: name; date of hiring; department/unit or units if hired as joint appointment; title; rank; date promoted to rank; current year salary rate; e-mail address; contact telephone number, and; last known mailing address.
- 20.5** UFF Designee. UFF shall, upon request, and no more than once per academic year, provide the University's designee for contract administration with the names and email addresses of the union officers and the name of the union representative designated to receive documents referred to in this Article. UFF shall notify the University's designee in writing of any changes to the list of union officers or designated representatives to receive documents.
- 20.6** Costs. All electronic copies of materials and access to materials discussed in this article shall be provided without cost. In the event hard copies are requested, or electronic copies are unavailable, the UFF shall reimburse the University for the costs incurred according to Chapter 119, Florida Statutes.

20.7 Limited-Access Records. Records and information maintained by the University may be subject to laws and regulations that limit or otherwise restrict disclosure.

- (a)** Pursuant to Section 1012.91, Florida Statutes, limited-access records are confidential and exempt from the provisions of Florida's Public Records laws (Chapter 119, Florida Statutes).
- (b)** Florida Polytechnic University Rule 6C13-6.008 - Personnel Records and Limited-Access Records, as approved by the Board of Trustees on August 5, 2014, governs policies and procedures for access to personnel records and other employee information maintained by the University.

ARTICLE 21
MAINTENANCE OF BENEFITS

- 21.1** The rights and benefits provided by this Agreement shall apply to any Employee who is a member of the bargaining unit and may not be waived without the Employee's consent.
- 21.2** Except to the extent required by law, the rights and benefits set forth in this Agreement shall not change absent collective bargaining.

ARTICLE 22
OTHER EMPLOYEE RIGHTS

22.1 Constitutional Rights. Nothing in this Agreement shall be understood to diminish the constitutional rights that bargaining unit members have as citizens of the United States or Florida, or to diminish the right of Employees to exercise those rights.

22.2 Limitation on Personal Liability.

- (a)** In the event an Employee is sued for an act, event, or omission which may fall within the scope of section 768.28, Florida Statutes, the Employee should notify the Office of the General Counsel as soon as possible after receipt of the summons commencing the action in order that the University may fulfill its obligation. Failure to notify the employer promptly may affect the rights of the parties.
- (b)** For information purposes, the following pertinent language of section 768.28(9), Florida Statutes (2020), is reproduced herein. “No officer, employee or agent of the State or any of its sub-divisions shall be held personally liable in tort or named as a party defendant in any action for any injury or damages suffered as a result of any act, event or omission of action in the scope of his or her employment or function unless such officer, employee or agent acted in bad faith or with malicious purpose or in a manner exhibiting wanton or willful disregard of human rights, safety or property.”

ARTICLE 23
FPU REGULATIONS & POLICIES

23.1 Changes in Regulations or Policies

- (a) Established terms and conditions of employment cannot be changed without providing the opportunity for negotiation.
- (b) If any regulation, policy, or resolution proposed by the University has a direct and substantial impact on wages, hours, or any other term or condition of employment, the University shall satisfy any collective bargaining obligation with respect to the change prior to implementing it, unless UFF declines in writing to bargain over the change.

23.2 Notice of Proposed Policies or Regulations. The University shall provide to UFF, via posting on the University website and via email notification, an advance copy of any proposed regulation or policy that could reasonably be construed to affect terms or conditions of employment contained in this Agreement.

23.3 Inconsistencies with Agreement. No provision of any existing, new, or amended University regulation, policy, or resolution shall apply to bargaining unit members if it conflicts with an express term of the Agreement.

ARTICLE 24
MISCELLANEOUS PROVISIONS

- 24.1 No Strike or Lockout.** The University agrees that there will be no lockout at the University during the terms of this Agreement. The UFF agrees that there will be no strike by it or any bargaining unit member during the term of this Agreement.
- 24.2 Effect of Passage of Law.** Any provision of this Agreement which is contrary to law, but becomes legal during the term of this Agreement, shall be reinstated consistent with such legislation.
- 24.3 Venue.** For purposes of venue in any judicial review of any dispute arising out of this Agreement, the parties elect to submit themselves to the jurisdiction of the state courts in Polk County, Florida. In an action commenced in Polk County, neither the University nor the UFF will move for a change of venue based upon the defendant's residence in fact if other than Polk County.
- 24.4 Titles and Headings.** The titles of articles and headings that precede text are inserted solely for convenience of reference and shall not be deemed to limit or affect the meaning, construction, or effect of any provision of this Agreement.
- 24.5 Computation of Time.** The following rules apply in computing time periods specified in this Agreement:
- (a)** When the period is stated in days or a longer unit of time:
 - 1. begin counting from the next day that is not a Saturday, Sunday, or University-recognized holiday (as referred to in [FPU-1.008](#));
 - 2. count every day, including intermediate Saturdays, Sundays, and University-recognized holidays; and
 - 3. include the last day of the period, but if the last day is a Saturday, Sunday, or University-recognized holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday, or University-recognized Holiday.
 - (b)** In the event that any action falls due on a Saturday, Sunday, or University-recognized Holiday, the action will be considered timely if it is accomplished by 5:00 P.M. on the following business day.
 - (c)** When the period is stated in business days, Section 24.5(a) does not apply.

ARTICLE 25
SEVERABILITY

- 25.1** Invalidation of a Provision of this Agreement. If any provision of this Agreement is found to be invalid by any court of competent jurisdiction, or is expressly rendered invalid by reason of subsequently enacted legislation, such action shall not affect the remainder of the Agreement, and all other terms shall continue in full force and effect.
- 25.2** Negotiations on Replacement Provisions. If a provision of this Agreement is rendered invalid pursuant to Section 25.1 above, then upon request of either party, the University and UFF shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision.

**ARTICLE 26
AMENDMENT & DURATION**

26.1 Effective Date.

- (a) The Agreement shall become effective on September 1, 2024, upon ratification by both the Board of Trustees and the UFF and shall remain in effect through August 31, 2027.
- (b) Annual Salary Increases as described in Article 12 are effective August 16 of the fiscal year for which they were negotiated.
- (c) Renegotiations for a successor agreement shall begin no later than October 1, 2026.

26.2 Amendments. This Agreement may be modified or amended only upon mutual, written agreement of the Board of Trustees and the UFF. In the event the Board of Trustees and the UFF negotiate a mutually acceptable amendment to this Agreement, such amendment shall be put in writing and become part of this Agreement upon ratification by both parties.

26.3 Reopener Negotiations.

- (a) Unless otherwise provided in this Agreement, no Article shall be subject to renegotiation unless both parties mutually agree to do so.
- (b) At any time during this contract, the parties may agree to re-open specific articles of the contract.
- (c) For the fiscal years 2025-2026 and 2026-2027, the parties shall re-open and negotiate Article 12 Salaries. Re-opener negotiations will begin no later than February 15, 2025, for the fiscal year 2025-2026, and March 15, 2026, for the fiscal year 2026-2027.
- (d) Any re-opener negotiations shall be concluded within ninety (90) days unless otherwise agreed.

ARTICLE 27
TOTALITY OF AGREEMENT

- 27.1 Limitation.** The parties acknowledge that during the negotiations which resulted in the Agreement, the University and the UFF had the unlimited right and opportunity to present demands and proposals with respect to all matters lawfully subject to collective bargaining, and that the understandings and agreements arrived at thereby are set forth in this Agreement, and that it shall constitute the entire and sole Agreement between the parties for its duration.
- 27.2 No Obligation to Bargain.** During the Term of this Agreement, the University and the UFF agree that the other shall not be obligated to bargaining collectively with respect to any subject or matter covered by this Agreement. Notwithstanding these limitations, if the University exercises its management rights in such a way that any term or condition of employment is affected, the University shall be obligated to bargain the impact of such change.

ARTICLE 28 DEFINITIONS

The following terms, not otherwise defined in the Articles, are used in this Agreement:

- “Academic Year (AY)” means a period consisting of a fall and spring semester of approximately 39 weeks.
- “Academic Professional” means a member of the bargaining unit who holds the position classification of Wellness Counselor or Assistant Librarian.
- “Administration” means Florida Polytechnic University acting through its President and staff
- “Bargaining unit” means those employees, collectively, represented for collective bargaining purposes by the UFF pursuant to Florida Public Employees Relations Commission Certification wherein the Commission determined the composition of the bargaining unit at Florida Polytechnic University, as outlined in Appendix A.
- “Board,” “BOT,” or “Board of Trustees” means the University’s governing body acting through the President and staff.
- “Business Day” means Monday through Friday, excluding University holidays, in which the University is open and in normal operations.
- “Continuous employment” means employment uninterrupted by a break in service in which the employee is treated as a new employee for purposes of computing seniority and years of employment.
- “Days” means calendar days.
- “Department/unit” means a department or a comparable administrative unit generally equivalent in size and character to a department, unless provided otherwise in an express provision of this Agreement.
- “Employee” means a member of the bargaining unit.
- “Equitable” means fair and reasonable under the circumstances.
- “Faculty,” “faculty member,” or “faculty employee” means any member of the bargaining unit who holds a position classification of Instructor, Professor of Practice, Assistant Professor, Associate Professor, or Professor.
- “FTE” means “full-time equivalent.”
- “Instructor” means member of the bargaining unit who holds a position classification of Instructor, Senior Instructor, or Distinguished Instructor, whose primary responsibilities are teaching, service, and related activities.
- “Months” means calendar months.
- “Number” written in the singular form includes the plural.
- “Professors” means any member of the bargaining unit who holds a position classification of Assistant Professor, Associate Professor, or Professor.
- “Professor of Practice” means any member of the bargaining unit who holds a position classification of Professor of Practice.
- “Semester” means one of the two approximately 19.5-week periods that together constitute the academic year.

- “Supervisor” means an individual identified by the President or designee as having immediate administrative authority over bargaining unit employees.
- “UFF” means United Faculty of Florida.
- “UFF Chapter” means the Florida Polytechnic University Chapter of UFF.
- “University” or “FPU” means Florida Polytechnic University, including when acting through the President and staff.
- “Year” means a period of twelve (12) consecutive months.

IN WITNESS THEREOF, the parties have set their signatures this 6th day of September, 2024.

**FOR
FLORIDA POLYTECHNIC UNIVERSITY:**

**FOR
UNITED FACULTY OF FLORIDA:**

Dr. Devin Stephenson
President

Dr. Patrick Luck
President, UFF-FPU

Dr. Bradley Thiessen
Interim Provost & Vice President of Academic
Affairs

Dr. C. Wylie Lenz
Chair, UFF-FPU Bargaining Committee

David Fugett
Chief Negotiator, Vice President & General
Counsel

APPENDIX A
POSITION CLASSIFICATIONS IN THE BARGAINING UNIT

All full-time employees in the following position classifications holding regular appointments who do not have a supervisory conflict of interest with the employees in the bargaining unit:

- PROFESSOR
- ASSOCIATE PROFESSOR
- ASSISTANT PROFESSOR
- INSTRUCTOR
- SENIOR INSTRUCTOR
- DISTINGUISHED INSTRUCTOR¹
- PROFESSOR OF PRACTICE¹
- ASSISTANT LIBRARIAN I
- ASSISTANT LIBRARIAN II
- WELLNESS COUNSELOR I
- WELLNESS COUNSELOR II
- ACADEMIC PROGRAM COORDINATOR

All other University employees , as described more fully in Certification number 1898, issued by the Public Relations Commission; as amended on June 5, 2018, in Order Number 18E-137, and as amended on January 24, 2019, in Order Number 19E-020, are excluded from the bargaining unit.

¹ The ranks of “Distinguished Instructor” and “Professor of Practice” are newly created classifications which are pending formal inclusion to the bargaining unit. Until the requested modification to the unit is granted by final order of the Public Employees Relations Commission, the new classifications are excluded from the bargaining unit.

APPENDIX B
FACULTY ACTIVITY REPORT
(From Article 8 – Performance Evaluation)
REVIEW PERIOD: MM/DD/YY to MM/DD/YY

Name: _____

Rank: _____ **Academic Program:** _____

Teaching Activity and Accomplishments for the Year:

A. Table supplied by institutional research

B. Faculty commentary:

1. Formal Course Delivery:
 - a. Course enhancements
 - b. Instructional development
 - c. Student mentoring and support
 - d. Undergraduate
 - e. Graduate
2. Educational resources sought or acquired
3. Anything else that should be considered for this evaluation period:

Scholarship:

A. Publications (list those published during the review period. Items that are in press, in review, or in progress must be listed in the appropriate section but must be clearly noted as such. Do not list any publication multiple times.)

1. Refereed Publications (give full archival citation. When available, include the DOI number, link to publication, or the first page of the publication)
 - a. Refereed Articles in Journals
 - b. Refereed Articles in Conference Proceedings
2. Industrial collaboration or activity
 - a. Patents, patent applications, patent disclosures (disclosures should be specific enough to identify the activity but not so specific as to implicate publication).
 - b. Industry sponsored project not listed in teaching section
3. Books, Book Contributions, and Issues of Journals (includes books you have written or edited, contributions to edited books, and special issues of journals you have edited. Give full archival citation. When available, include the DOI number or link to publication. If published on CD-ROM, give number of pages of your paper.)
4. Non-refereed Publications (give publication details)
 - a. Abstracts
 - b. Non-refereed Articles in Conference Proceedings
 - c. Software
 - d. Project Reports (technical reports, final reports on grants, etc.)
 - e. Articles Posted on E-print Servers
 - f. Articles in Professional Magazines

- g. Other (e.g., anything else with your name on it including book reviews, forewords to books/journal issues, software packages, etc.)
- 5. Publications in Progress (include status: submitted, under review, in press, etc.)
- 6. Presentations
 - a. Invited Talks (that you have given at conferences, or at organizations other than Florida Poly.)
 - b. Other Talks (by you, e.g., contributed papers or posters at conferences, talks at Florida Poly, etc.)
 - c. Co-authored Presentations (not presented by you)

B. Funded projects where there was expenditure during the year:

- Project Title:
- Project Staff:
- Source of Funds:
- Project Duration:
- Total Amount and estimated expenditure for the review period:
- Spending by the Faculty member for the current review period:
- Graduate students supported by the effort that were directed by the faculty member during the review period:
- Undergraduate students supported by the effort that were directed by the faculty member during the review period:
- Synopsis of accomplishments for the project for this review period:

C. Proposals written during the review period:

- Project Title:
- Project Staff:
- Source of Funds:
- Project Duration:
- Total Amount:
- Number of graduate students planned to be supported by the effort:
- Undergraduate student hours planned to be supported by the effort:
- Fraction of proposal written by you:

D. Other scholarship activity (preproposal activity, unfunded work):

E. Any Additional Information that should be considered for this review period:

Service (include only those activities during the review period shown above):

- A. Support of student activity on campus (clubs, etc.)
- B. Departmental Committees (and other departmental service, include your role in the committee)
- C. Institutional Committees (and other institutional service)
- D. External Professional Service (regional and national committees, panels, etc.)
 - 1. Regional and National Committees (list committee names)
 - 2. Reviews (indicate number of papers and proposals reviewed; editorial work for journal and book publishers, external examinations, reviews for foundations and

agencies, reviews of promotion and tenure dossiers, number of letters of recommendation written, etc.)

3. Other External Professional Service

E. Community Outreach (list the type of activity and the level of effort in the activity)

F. Anything else that should be considered for this review period

Honors and Awards (include only those honors and awards received in the review period shown above)

Professional Development

A. Describe how professional development funds or travel funds were used in the review period shown above (e.g., summer salary, graduate student support, conference travel, equipment, etc.)

B. Provide commentary on how this activity has helped you (or not) as a faculty member.

C. Describe any other significant professional development activity that you have accomplished this review period.

Other Pertinent Information

Comments on Statement of Expectations from the Previous Year

Proposed Statement of Mutual Expectation for the Upcoming Year (presented under the headings “teaching, scholarship, service)

Signature of Faculty Member

Date

APPENDIX C
STEP 2 - GRIEVANCE FORM

(From Article 11.2(b)(1) – Grievance & Arbitration)

PART I – (Note: If this grievance is being initiated at Step 2 (see Article 11.2(a)(2)(c)), skip to Part II.)

Date of Request for Informal Resolution process: _____

- ❖ *Grievances cannot be filed until the UFF or faculty member has timely requested an Informal Resolution, except as provided under Article 11.2(a)(2)(c).*
- ❖ *Such request must be within 20 days of the act or omission described in Part III below.*
- ❖ *Upon receipt of a timely-filed request for Informal Resolution, the parties have 30 days to resolve the dispute.*

Date this Grievance is being filed: _____

- ❖ *Grievances can be filed up to 15 days after the expiration of the 30 day Informal Resolution process, but may be filed earlier as described in Article 11.5(d).*

Date(s) of Action(s) and/or Omission(s) being grieved:	Earliest	Latest	Continuing Action
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PART II

GRIEVANT(S)

Name(s) _____ Dept. _____
Mailing _____
Address _____
Phone Number (Home) _____ (Office) _____
Email _____

GRIEVANCE REPRESENTATIVE

Name _____
Email _____

If Grievant is represented by the UFF or legal counsel, all University communications should go to the Grievance Representative.

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

(See Next Page for Additional Requirements)

PART III – (Note: Only those acts or omissions and sections of the Agreement identified in this form may be considered in Step 2 or Step 3. This form may be amended once prior to the Step 2 meeting. This amendment may be no later than three business days before the Step 2 meeting.)

Article(s) & Section(s) of Agreement allegedly violated: _____

Statement of Grievance (This narrative must include date of acts or omissions complained of and name(s) of any individual(s) that allegedly committed the acts or omissions.):

Remedy
Sought:

(See Next Page for Additional Requirements)

PART III
AUTHORIZATION

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

- UFF: _____
- Myself: _____
- Legal Counsel: _____

<input type="checkbox"/>	I authorize the use, for the purposes of the Step 2 Meeting, of any previously released Limited-Access Records (as defined under Florida Polytechnic University Rule 6C13-6.008) pertinent to this grievance by the individual(s) indicated above. If written authorization is required for the release of any additional Limited-Access Records, I may submit such written authorization.
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I UNDERSTAND AND AGREE THAT BY FILING THIS GRIEVANCE, I WAIVE ANY RIGHTS TO JUDICIAL REVIEW OF AGENCY ACTION PURSUANT TO CHAPTER 120, FLORIDA STATUTES, AND TO THE REVIEW OF SUCH ACTIONS UNDER OTHER UNIVERSITY PROCEDURES WHICH MAY BE AVAILABLE TO ADDRESS THE MATTERS RAISED IN THIS GRIEVANCE.

Signature of Grievant

(Grievant must sign if grievance is to be processed).

This grievance was electronically filed with the Office of General Counsel (ogc@floridapoly.edu) on _____.

DATE OF RECEIPT BY OFFICE OF GENERAL COUNSEL: _____

APPENDIX D – ARBITRATION

1.1 Arbitration Procedure (Step 3).

- (a) Step 3 Filing. If a grievance alleging a procedural violation has not been satisfactorily resolved at Step 2, the UFF may proceed to arbitration by filing a written notice of the intent to do so (Notice of Arbitration Form).
- (1) Each notice of arbitration must be submitted in writing on the form provided at the end of this appendix (Notice of Arbitration Form). All pertinent information submitted with the Grievance Form, as well as the Grievance Hearing decision, must be included as an attachment to the Notice of Arbitration form. The Notice of Arbitration form must be signed by the grievant and a UFF representative.
 - (2) Within fifteen (15) days after the date of the Step 2 decision, the notice of intent to proceed to arbitration must be submitted to the Office of the General Counsel (ogc@floridapoly.edu) consistent with the procedures defined in Section 11.2(b). The fifteen (15) days will be calculated as defined in Section 24.5.
 - a. In the absence of an agreement to extend the period for issuing the Step 2 decision, UFF may proceed to Step 3 if the grievant's Step 2 representative has not received the written decision by the end of the 35th day following the conclusion of the Step 2 meeting.
 - (3) Only those acts or omissions and sections of the Agreement identified at the initial Step 2 filing, or as amended prior to the Step 2 meeting, may be considered by the Arbitrator.
 - (4) 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 1.1(d) of this Appendix D.
 - (5) The filing or pendency of an arbitration proceeding does not impede, preclude, or delay the University from taking the action complained of.
 - (6) When the UFF determines that a grievance lacks merit, UFF may terminate an arbitration arising from that grievance.
- (b) Selection of Arbitrator.
- (1) Arbitration Panel. Representatives of the University and UFF notice shall meet within ninety (90) days after the execution of this Agreement for the purpose of selecting a Panel of seven (7) members.
 - a. Each party shall submit six (6) arbitrators to create a selection list, from which parties may mutually agree to, or alternatively strike names until they select the Arbitration Panel.
 - b. The right of the first choice to strike shall be determined by a coinflip.
 - c. The Arbitration Panel shall be operative until a successor Agreement is ratified, or if two (2) or more arbitrators on the selection list are no longer active, the parties may agree in writing

to replace the inactive arbitrators or select a new panel following the same process.

(2) Step 3 Arbitrator. The parties shall either mutually agree upon the arbitrator charged with hearing any grievance, or select, the arbitrator from the Arbitration Panel as set forth in this subsection.

- a. A mutually-agreed-upon arbitrator does not need to be a member of the Arbitration Panel.
- b. In the event the parties cannot mutually agree upon an arbitrator, and no later than fourteen (14) days after receipt of a notice of intent to arbitrate, the parties shall confer for the purpose of selecting an arbitrator from the panel.
- c. The parties shall alternatively strike names from the list until one name remains.
- d. The right of the first choice to strike shall be determined by a coinflip.

(c) Authority of the Arbitrator.

- (1) The arbitrator shall neither add to, subtract from, modify, nor alter the terms or provisions of this Agreement. Arbitrations shall be confined solely to the application of this Agreement and the issue(s) submitted for arbitration. The arbitrator shall refrain from issuing any statements of opinion or conclusions not essential to the determination of the issues submitted.
- (2) The arbitrator shall not substitute the arbitrator's or another's judgment for that of the University in any matter involving the exercise of managerial discretion.

(d) Arbitrability. Issues of arbitrability shall be separated from the substantive issue(s) and, whenever possible, determined by means of a hearing conducted by conference call.

- (1) The arbitrator shall have ten (10) days from the hearing to render a decision on arbitrability.
- (2) If the issue is judged to be arbitrable, an arbitrator shall then be selected to hear the substantive issue(s) in accordance with the provisions of Section 1/1(b)(1)a of this Appendix D.

(e) Conduct of Step 3 Hearing.

- (1) The hearing shall commence within sixty (60) days of the arbitrator's acceptance of selection, or as soon thereafter as is practicable.
- (2) The arbitrator shall conduct the hearing at the University, unless otherwise agreed by the parties.
- (3) The arbitrator shall issue the decision within forty-five (45) days of the close of the hearing or the submission of briefs, whichever is later, unless additional time is agreed to by the parties.
- (4) The decision shall be in writing and shall set forth findings of fact, reasoning, and conclusions on the issues submitted.

- (5) A grievance that has been filed at Step 3 and on which no action has been taken by the grievant or the UFF for sixty (60) days shall be deemed withdrawn and/or dismissed in accordance with the decision issued at the prior Step unless the delay is due to procedural or scheduling delays that are beyond the control of the grievant or UFF.
- (6) Except as modified by the provisions of this Agreement, arbitration proceedings shall be conducted in accordance with the current Labor Arbitration Rules of the American Arbitration Association.
- (f) Effect of Decision. The arbitrator's decision shall be final and binding upon the Board, the University, the UFF, and the grievant, provided that either party may appeal to an appropriate court of law a decision that was rendered by the arbitrator acting outside of or beyond the arbitrator's jurisdiction, pursuant to this Agreement and the Florida Arbitration Code as defined by law.
- (g) Fees and Expenses.
 - (1) The parties shall equally divide all arbitration fees and expenses unless the arbitrator rules that the claim or defense was frivolous, in which case the nonprevailing party shall bear the cost of all fees and expenses associated with the arbitration, including, if awarded, attorney's fees.
 - (2) Fees and expenses charged by an arbitrator for cancellation after the arbitrator's deadline shall be borne by the party requesting the cancellation. However, if a grievance is resolved, and the cancellation of the arbitration results in any arbitration fees or expenses, such costs shall be divided equally between the parties.
 - (3) Each party shall bear the cost of preparing and presenting its own case including payment of expenses and compensation for its own representatives, attorneys, and witnesses.
 - (4) The party desiring a transcript of the arbitration proceedings shall provide notice to the other party of its intention to have a transcript of the arbitration made prior to the arbitration. The party desiring such transcript shall be responsible for scheduling a stenotype reporter to record the proceedings. The party originally requesting a transcript of the proceedings shall pay for any appearance fee of the court reporter.

APPENDIX D
STEP 3 - NOTICE OF ARBITRATION FORM

The United Faculty of Florida hereby gives notice of its intent to proceed to arbitration in connection with the Step 2 decision of the University, which was received by the UFF or Grievant (if not represented by UFF) on _____, in this grievance of:

NAME(S): _____
GRIEVANCE #: _____

Statement of Issues Proposed for Arbitration: (These issues must have been previously raised by the Grievant in the Step 2 Grievance.)

(See Next Page for Additional Requirements)

This Notice of Arbitration was electronically filed with the Office of General Counsel (ogc@floridapoly.edu) on _____.

Signature of UFF President or Representative

Date

I hereby authorize UFF to proceed to arbitration with my grievance. I also authorize the use, during the arbitration proceedings, of any previously released Limited-Access Records (as defined under Florida Polytechnic University Rule 6C13-6.008) pertinent to this grievance and to furnish copies of the same to the Arbitrator. If written authorization is required for the release of any Limited-Access Records, I may submit such authorization.

Signature of Grievant

Date

DATE OF RECEIPT BY OFFICE OF GENERAL COUNSEL: _____

APPENDIX E- PAYROLL DEDUCTION

- 1.1** Deductions. The University will deduct, twice monthly, the following from the pay of those bargaining unit members who individually and voluntarily make such request on an authorization form provided by UFF.
- (a) The form, electronic or paper-based, must specifically state the amount (whether as a set dollar amount or percentage of earnings) to be deducted, as established by UFF.
 - (b) The form must also include, at a minimum, the bargaining unit member's name, signature, and signature date.
 - (c) The executed form must be submitted electronically to the University's payroll department (payroll@floridapoly.edu).
- 1.2** Timing of Deductions.
- (a) The University will make deductions each pay period, beginning with the first full pay period commencing at least thirty (30) days following receipt of authorization.
 - (b) UFF must give written notice to the Board of any changes in its dues at least forty-five (45) days prior to the effective date of any such changes.
- 1.3** Remittance.
- (a) The University must remit dues and other authorized deductions to the UFF State Office on a bi-monthly basis within thirty (30) days following the end of the pay period by automatic funds transfer.
 - (b) Accompanying each remittance will be a list containing the following information relating to each dues-paying member:
 - (1) Names and departments of the bargaining unit members;
 - (2) Amounts deducted.
- 1.4** Termination of Deduction. The University's responsibility for deducting dues and other authorized deductions from a bargaining unit member's salary will terminate automatically upon either:
- (a) thirty (30) days advanced written notice from the bargaining unit member to the University's payroll (payroll@floridapoly.edu) and Human Resources departments (hr@floridapoly.edu), and to the UFF revoking that bargaining unit member's prior deduction authorization, or;
 - (b) the transfer of the authorizing bargaining unit member out of the bargaining unit.
- 1.5** Indemnification. The UFF assumes responsibility for (1) all claims against the University, including the cost of defending such actions, arising from the University's compliance with this Article, and for (2) all monies deducted under this Article and remitted to the UFF. The UFF must promptly refund the University excess monies received under this Article.
- 1.6** Exceptions. The University will not deduct any UFF fines, penalties, or special assessments from the pay of any bargaining unit member, nor is the University obligated to provide more than one (1) payroll deduction field for the purpose of making the deductions described in this Article.

1.7 Termination of Agreement. The University's responsibilities under this Article will terminate automatically upon either:

- (a)** decertification of the UFF or the suspension or revocation of its certification by the Florida Public Employees Relations Commission, or;
- (b)** revocation of the UFF's deduction privilege by the Florida Public Employees Relations Commission.