

**ARTICLE 11
GRIEVANCE & ARBITRATION PROCEDURE**

11.1 Policy.

(a) ~~Informal Resolution.~~ The parties agree that all problems should be resolved, whenever possible, before the filing of a grievance but within the time limits for filing grievances stated elsewhere in this Article, and encourage open communications between administrators and employees so that resorting to the formal grievance procedure will not normally be necessary. The parties further encourage the informal resolution of grievances whenever possible. At each step in the grievance process, participants are encouraged to pursue appropriate modes of conflict resolution including the use of mediation. The purpose of this Article is to promote a prompt and efficient procedure for the investigation and resolution of grievances. The procedures hereinafter set forth be the sole and exclusive method for resolving the grievances of employees as defined in this Article.

~~(b) Resort to Other Procedures. Except as noted below, if prior to filing a grievance, or while the grievance proceeding is in progress, a faculty member requests, in writing, resolution of the matter in any other forum, whether administrative or judicial, the University Administration will have no obligation to entertain or proceed further with the matter pursuant to this grievance procedure. As an exception to this provision, a grievant may file an EEOC charge while the grievance is in progress when such filing becomes necessary to meet federal filing deadlines pursuant to 42 U.S.C. § 2000e et seq.~~

~~(c) Reprisal. No reprisal of any kind will be made by the Board, the University, or the UFF against any grievant, any witness, any UFF representative, any University representative, or any other participant in the grievance procedure for such participation.~~

11.2 Definitions and Forms. As used in this Article:

(a) Definitions.

(1) The term “grievance” means:

- a. ~~Shall mean a~~ dispute filed on a form referenced in ~~section~~ Section 11.2(b) concerning the interpretation or application of a specific term or provision of this Agreement, subject to those exclusions appearing in other Articles of this Agreement. ~~The grievance must~~

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1 specify the act that allegedly violates this Agreement, including the
2 name(s) of any individual(s) which committed the act, the term of
3 this Agreement that has allegedly been violated, and propose a
4 remedy.

5 b. The grievance must specify:

6 (i) the act that allegedly violates this Agreement, including the
7 name(s) of any individual(s) who committed the act;

8 (ii) the term(s) of this Agreement that has allegedly been
9 violated;

10 (iii) how the act violates the term(s) of the Agreement, and;

11 (iv) propose an appropriate and specific remedy.

12 (2) The term "grievant" means:

13 a. Anshall mean an employee or group of employees who has/have
14 filed a grievance in a dispute over a provision of this Agreement
15 which confers rights upon the employee(s).

16 b. The In accordance with state law, the UFF may file a chapter,
17 where it is entitled by law to file a grievance on behalf of a person,
18 a group of people, or the chapter itself, in a dispute over a
19 provision of this Agreement which confers rights upon the
20 employee(s).

21 (i) -In order to process a chapter grievance submitted on
22 behalf of a group of employees, the grievance must identify
23 the group with sufficient specificity to allow the University
24 to identify the individual members that are affected by the
25 chapter grievance.

26 ~~(+)(ii)~~ -A chapter grievance shall identify the specific remedy
27 sought for the members.

28 b.c. A chapter grievance or a grievance of a decision made by the
29 President or Provost may be initiated at Step 2. ~~The parties may~~
30 ~~agree to consolidate grievances of a similar nature to expedite the~~
31 ~~review process.~~

32 (3) The parties may agree to consolidate grievances of a similar nature
33 to expedite the review process. However, the parties are not
34 obligated to any such consolidation.

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1 (b) Forms.

2 (1) Grievance FormForms. Each grievance must be typed and submitted
3 in writing on the form attached to this Agreement as Appendix "C",
4 with all pertinent information explaining the disagreement or
5 controversy, identifying the provision(s) at issue. The grievant's
6 signature, confirming the grievant's intent to proceed with the
7 grievance, shall be provided prior to the grievance hearing.

8 (2) Arbitration Form. ~~Each request for review, and~~ notice of arbitration
9 must be submitted in writing on the form shown in Appendix "D"
10 (Notice of Arbitration). All pertinent information submitted with the
11 Grievance Form, as well as the Grievance Hearing decision, must
12 be included as an attachment to the Notice of Arbitration form. The
13 Notice of Arbitration form must be appropriate form attached to this
14 Agreement as Appendix C, and shall be signed by the grievant and
15 a UFF representative.

16 (3) -All grievance forms must be electronically filed via email with the
17 Office of the General Counsel (ogc@floridapoly.edu).

18 a. All grievance forms will~~shall~~ be dated and assigned a case an
19 identifying number when the form is received by the Office of the
20 General Counsel.

21 b. The date of receipt will be determined by the date in which~~when~~
22 the grievance is received by the Office of the General Counsel and
23 assigned an identifying case number.

24 ~~(2)~~(4) -If there is difficulty in meeting any time limit, the UFF
25 representative may sign such documents for the grievant; however,
26 the grievant's signature must be provided prior to the Grievance
27 Hearing or the selection of an Arbitrator under Section 11.7(b),~~shall~~
28 be provided prior to the Step 1 meeting or Step 2 review if filed
29 directly at Step 2. All grievance forms shall be filed by email, to the
30 General Counsel's office email address (ogc@floridapoly.edu), and
31 must contain the identifying grievance number once assigned.

32 (5) Time Limits. All time limits contained in this Article may be
33 extended by agreement of the parties, except that the time limits for

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1 the initial filing of a grievance may be extended only by the
2 University. Upon failure of the University to provide a decision
3 within the time limits provided in this Article or as extended by
4 agreement, the grievant or the UFF, where appropriate, may
5 appeal/proceed to the next step.

6 (6) Upon the failure of the grievant or the UFF to advance a grievance
7 within the time limits provided in this Article or as extended by
8 agreement, the grievance will be administratively closed pursuant to
9 the decision at the prior step or deemed withdrawn with prejudice.

10 11.3 Burden of Proof. In all grievances, except those challenging disciplinary actions, the
11 grievant has the burden of proof ~~shall be on the employee.~~

12 ~~(a) — Representation. UFF shall have the exclusive right to represent any in-unit~~
13 ~~employee in a grievance unless an employee elects self representation or to be~~
14 ~~represented by legal counsel. If an employee elects not to be represented by UFF,~~
15 ~~the University shall promptly inform UFF in writing of the grievance. No resolution~~
16 ~~of any individually processed grievance shall be inconsistent with the terms of this~~
17 ~~Agreement, and for this purpose, UFF shall have the right to have an observer~~
18 ~~present at all meetings called to discuss such grievance and shall be sent copies of~~
19 ~~all decisions at the same time as they are sent to the other parties.~~

20 ~~(1) — Grievance Representatives. UFF shall annually furnish to the~~
21 ~~University a list of all persons authorized to act as grievance~~
22 ~~representatives and shall update the list as needed. The UFF~~
23 ~~grievance representative shall have the responsibility to meet all~~
24 ~~classes, office hours, and other duties and responsibilities incidental~~
25 ~~to the assigned workload. Such representative shall have the right~~
26 ~~during times outside of those hours scheduled for these activities to~~
27 ~~investigate, consult, and prepare grievance presentations and attend~~
28 ~~grievance hearings and meetings. Should any hearings or meetings~~
29 ~~with the Vice Provost of Academic Affairs, Provost, or their~~
30 ~~designees necessitate rescheduling of assigned duties, the~~
31 ~~representative may, with the approval of the appropriate~~
32 ~~administrator, arrange for the rescheduling of such duties or their~~
33 ~~coverage by colleagues. Such approval shall not be unreasonably~~
34 ~~withheld.~~

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1 11.4 Appearances.

2 (a) Grievant.

3 (1) The grievant must attend the Grievance Hearing. If the grievant does
4 not attend and has no legitimate excuse for such absence, the
5 grievance will be deemed to be withdrawn.

6 (2) When an employee participates during working hours in an
7 arbitration proceeding as the grievant, or in an official capacity
8 during a grievance meeting between the grievant or representative
9 and the University, that employee’s compensation will neither be
10 reduced nor increased for time spent in those activities.

11 (3) Prior to participation in any such proceedings, conferences, or
12 meetings, the employee will make arrangements acceptable to the
13 appropriate supervisor for the performance of the employee’s duties.
14 Approval of such arrangements will not be unreasonably withheld.
15 Time spent in such activities outside regular working hours will not
16 be counted as time worked.

17 (b) Grievance Representatives.

18 (1) UFF possesses the exclusive right to represent any in-unit employee
19 in a grievance unless an employee elects self-representation or to be
20 represented by legal counsel.

21 a. UFF must annually furnish to the University a list of all persons
22 authorized to act as grievance representatives and will update the
23 list as needed. The UFF grievance representative has the
24 responsibility to meet all classes, office hours, and other duties and
25 responsibilities incidental to the assigned workload.

26 b. Such representative has the right during times outside of those
27 hours scheduled for these activities to investigate, consult, and
28 prepare grievance presentations and attend grievance hearings and
29 meetings.

30 c. Should any hearings or meetings with the Vice Provost of
31 Academic Affairs, Provost, or their designees necessitate
32 rescheduling of assigned duties, the representative may, with the

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approval of the appropriate administrator, arrange for the rescheduling of such duties or their coverage by colleagues. Such approval will not be unreasonably withheld.

(2) If an employee elects not to be represented by UFF, the University will promptly inform UFF in writing of the grievance. No resolution of any individually processed grievance will be inconsistent with the terms of this Agreement, and for this purpose, UFF will have the right to have an observer present at all meetings called to discuss such grievance and will be sent copies of all decisions at the same time as they are sent to the other parties.

~~(1) When an employee participates during working hours in an arbitration proceeding as the grievant, or in an official capacity during a grievance meeting between the grievant or representative and the University, that employee's compensation shall neither be reduced nor increased for time spent in those activities.~~

~~(2) Prior to participation in any such proceedings, conferences, or meetings, the employee shall make arrangements acceptable to the appropriate supervisor for the performance of the employee's duties. Approval of such arrangements shall not be unreasonably withheld. Time spent in such activities outside regular working hours shall not be counted as time worked.~~

~~11.1 Formal Grievance Procedure.~~

11.5 ~~Filing~~ Informal Resolution (IR) Procedure. The University Administration and the UFF-FPU Chapter agree that problems should be resolved, whenever possible, before the filing of a grievance. Therefore, except as provided under Section 11.2(a)(2)c, no grievance may be filed until the UFF or faculty member has timely requested an informal resolution. The faculty member will have the right to representation by the UFF-FPU Chapter during attempts at informal resolution. If the faculty member is not represented by UFF-FPU at this point, the University will provide prompt notification to the chapter with a copy of the request for IR.

(a) Faculty are encouraged to request informal resolution as early as practicable. Faculty who wish to preserve their rights to file a grievance must file a request for IR within twenty (20) days of the act or omission giving rise to the dispute, or the

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1 date on which the faculty member knew or reasonably should have known of such
2 an act or omission if that date is later.

3 (b) If the informal resolution process has been timely requested, as provided below, the
4 later filed grievance will be considered to be timely filed, as long as the other
5 deadlines specified in Article are observed. If the informal resolution process has
6 not been timely requested, as provided below, the right to file a formal grievance
7 will be waived as time-barred.

8 (c) All requests for informal resolution must be in writing and submitted to ~~All~~
9 ~~grievances shall be electronically filed via email (Appendix C) with the Office of~~
10 ~~the General Counsel via email (ogc@floridapoly.edu). The request In all cases, a~~
11 ~~grievance must contain a brief, general description of be filed within twenty (20)~~
12 ~~days following the dispute, identify act or omission being grieved, or the relevant~~
13 ~~provisions of this Agreement date on which are at issue, and include dates, times,~~
14 ~~and locations of the action(s) giving rise to the dispute.~~

15 (d) Upon receipt of a timely-filed request for informal resolution, the parties
16 ~~will employee knew or reasonably should have~~ thirty (30) days to attempt to
17 ~~informally resolve the dispute.~~

18 (1) The thirty (30) day period may be extended upon mutual agreement
19 ~~of the parties.~~

20 (2) The faculty member may file a formal grievance prior to the
21 ~~expiration of the thirty (30) day period, when:~~

22 a. Good faith attempts have been made by the grievant to achieve an
23 ~~informal resolution;~~

24 b. The dispute is time-sensitive, or;

25 c. The parties mutually agree ~~known of such act or omission if that~~
26 ~~informal resolution of the dispute is not possible.~~

27 (e) All informal resolutions will be reduced to writing, but will be without precedent
28 ~~or prejudice to the parties.~~

29 11.6 Formal Grievance Procedure (Step 2).

30 (a) Step 2 ~~date is later. Twenty (20)~~Filing.

31 (1) Within fifteen (15) days after the expiration of the thirty (30) day IR
32 ~~period, the grievant or UFF may file a Step 2 grievance consistent~~

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1 with the requirements described in Section 11.2.

2 a. The fifteen (15) days willshall be calculated from the date onin
3 which the grievance is emailed to, and confirmed as received by,
4 the Office of the General CounselCounsel's office.

5 ~~(a) Time Limits. All time limits contained in this Article may be extended by~~
6 ~~agreement of the parties, except that the time limits for the initial filing of a~~
7 ~~grievance may be extended only by the University. Upon failure of the University~~
8 ~~to provide a decision within the time limits provided in this Article or as extended~~
9 ~~by agreement, the grievant or the UFF, where appropriate, may appeal to the next~~
10 ~~step. Upon the failure of the grievant or the UFF, where appropriate, to file an~~
11 ~~appeal within the time limits provided in this Article or as extended by agreement,~~
12 ~~the grievance shall be deemed to have been resolved by the decision at the prior~~
13 ~~step or withdrawn.~~

14 ~~(b) Postponement. The grievant may, in the timely filed written grievance at Step 1,~~
15 ~~request the postponement of any action in processing the grievance formally for a~~
16 ~~period of up to thirty (30) days, during which period efforts to resolve the~~
17 ~~grievance informally shall be made. The initial request shall be granted. Upon the~~
18 ~~grievant's written request, additional extensions may be granted unless to do so~~
19 ~~would impede resolution of the grievance. Upon request, the Provost or his/her~~
20 ~~designee shall, during the postponement period(s), arrange an informal meeting~~
21 ~~between the appropriate administrator and the grievant. The grievant shall have~~
22 ~~the right to representation by the UFF during attempts at informal resolution of~~
23 ~~the grievance. The grievant may, at any time, terminate the postponement period~~
24 ~~by giving written notice to the Provost or his/her designee that the grievant wishes~~
25 ~~to proceed with the Step 1 meeting. If the postponement period, or any mutually~~
26 ~~agreed to extension thereof, expires without such written notice, the grievance~~
27 ~~shall be deemed informally resolved to the grievant's satisfaction and need not be~~
28 ~~processed further.~~

29 ~~(3)(1) Step 1:~~

30 b. Meeting. ~~The filing of a grievance constitutes a waiver of any~~
31 ~~rights to judicial review of agency action pursuant to Chapter 120,~~
32 ~~Florida Statutes, and to the review of such actions under other~~
33 ~~University procedures that may otherwise be available to address~~
34 ~~such matters.~~

35 (2) The grievance may be withdrawn at any time by the grievant or by

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the UFF President.

(b) Amended Step 2 Filing.

(1) The grievant may amend the Step 2 grievance one (1) time prior to the Step 2 meeting, no later than three (3) business days prior to the Step 2 meeting, so long as the factual basis of the complaint is not materially altered.

(2) Only those acts or omissions and sections of the Agreement specifically identified in writing at the initial Step 2 filing, or as amended prior to the Step 2 meeting, may be considered at Step 2 or Step 3.

(c) Request for ~~The Vice Provost of Academic Affairs or his/her representative~~ Documents.

(1) Upon written request, the grievant and the grievant’s representative will be provided access to all documents relevant to the grievance, except as described in subsection (3).

(2) If the request is reasonable in scope and relevant to the grievance, these documents will be provided no less than three (3) business days prior to the Step 2 meeting.

(3) ~~Written Authorization is required for the release of any Limited-Access Records to the UFF representative or the grievant’s legal counsel (if selected pursuant to Section 11.4), as defined under Florida Polytechnic University Rule 6C13-6.008.~~

(d) Step 2 Meeting.

(1) Timing. The Provost or University Representative and the grievant and the grievant’s representative shall meet no later than fifteen (15) within ten (10) days following (a) receipt of the grievance if no postponement is requested, or (b) receipt of the Step 2 grievance.

~~(4)(2) Procedure. written notice that the grievant wishes to proceed with a Step 1 meeting. At~~During the Step ~~2~~ meeting, the grievant shall have the right to present any evidence in support of the grievance, and the grievant and/or the UFF representative or the grievant’s

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1 legal counsel (if selected pursuant to Section 11.4), and the ~~Vice~~
2 Provost ~~of Academic Affairs~~ or University Representative
3 ~~will his/her representative, shall~~ discuss the grievance.

4 (3) Decision.

5 a. ~~The Vice Provost of Academic Affairs or University~~
6 ~~Representative will his/her representative shall~~ issue a written
7 decision, stating the reasons ~~for the decision, therefore, to the~~
8 ~~grievant and the~~ grievant's Step ~~2~~ representative within ~~thirty~~
9 ~~(30 seven (7))~~ days following the conclusion of the Step 2 meeting.
10 ~~Thirty (30) Seven~~ days shall be ~~calculated~~ ~~determined by a receipt~~
11 ~~executed by the office receiving the grievance, or by the date of~~
12 ~~mailing as defined in Section 24.5. determined by the postmark or~~
13 ~~email. In the absence of an agreement to extend the period for~~
14 ~~issuing the Step 1 decision, the grievant may proceed to Step 2 if~~
15 ~~the grievant's Step 1 representative has not received the written~~
16 ~~decision by the end of the 10th day following the conclusion of the~~
17 ~~Step 1 meeting. A copy of the decision shall be sent to the grievant~~
18 ~~and to the UFF grievance representative if the grievant elected self-~~
19 ~~representation or representation by legal counsel.~~

20 1. ~~Documents.~~ All documents referred to in the decision and any
21 additional documents presented by the grievant shall be attached to
22 the decision, together with a list of these documents.

23 ~~(c) Step 2.~~

24 1. ~~Review.~~ If the grievance is not satisfactorily resolved at Step 1, the
25 grievant may file a written request for review (Appendix C) with
26 the Office of the General Counsel within ten (10) days following
27 receipt of the Step 1 decision by grievant's Step 1 representative.
28 Ten (10) days shall be determined by the sent date indicated on the
29 email to.

30 2. ~~Meeting.~~ The Provost or designee and the grievant and the
31 grievant's representative shall meet no later than seven (7) days
32 following receipt of written notice of request for a Step 2 review.
33 At the Step 2 meeting, the grievant shall have the right to present
34 any evidence in support of the grievance, and the grievant and/or

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~~the UFF representative or the grievant’s legal counsel (if selected pursuant to section 11.4), and the Provost or designee shall discuss the grievance.~~

~~b. Decision. The Provost or designee shall issue a written decision, stating the reasons for the decision to grievant’s Step 2 representative within five (5) days following the conclusion of the review meeting. Five days shall be determined by a receipt executed by the office receiving the grievance, or by the date of mailing as determined by the postmark or email.~~ 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~~^{10th} day following the conclusion of the Step 2 meeting.

~~c.~~ -Step 2 decisions in grievances not involving alleged procedural violations are final and binding.

~~b.d.~~ -A copy of the decision shall be sent to the grievant and to UFF if the grievant elected self-representation or representation by legal counsel.

~~11.5~~^{11.7} Formal Grievance Step 3 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, upon the request of the grievant, proceed to arbitration by filing a written notice of the intent to do so (Appendix D).~~

~~(1) Within fifteen (15) days after the date of the Step 2 decision, the notice~~^C. ~~Notice~~ of intent to proceed to arbitration must be ~~submitted to~~^{filed at} the Office of the General Counsel ~~consistent with the procedures defined in Section 11.2(b).~~ ~~The fifteen (15) days will be calculated as defined in Section 24.5.~~

~~(2) Only those acts or omissions and sections of the Agreement identified at the initial~~^{within ten (10) days after receipt of the Step 2 decision by grievant’s Step 2 representative, and must be signed by the grievant and a UFF representative. Ten (10) days shall be determined by the date of mailing as indicated on the email to filing, or as amended prior to the Step 2 meeting.} ~~The grievance may be~~

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1 considered by the Arbitrator.

2 ~~(1)(3) withdrawn at any time by the grievant or by the UFF President at~~
3 ~~any point during Step 3.~~ The parties shall stipulate to the issue(s)
4 prior to the arbitration. In the event a stipulation is not reached, the
5 parties shall proceed to a hearing on arbitrability pursuant to Section
6 11.7(d). ~~11.7(f)(4).~~

7 (b) Selection of Arbitrator.

8 (1) Arbitration Panel. Representatives of the University and UFF shall
9 meet within ninety (90) days after the execution of this Agreement
10 for the purpose of selecting an Arbitration Panel of seven (7)
11 members.

12 a. -Each party shall submit six (6) arbitrators to create a selection list,
13 from which the parties may mutually agree to, or alternatively
14 strike names until they select the Arbitration Panel.

15 b. -The right of the first choice to strike shall be determined by a
16 coinflip.

17 ~~a.c.~~ -The Arbitration Panel shall be operative until a successor
18 Agreement is ratified.

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

22 a. A mutually-agreed-upon arbitrator does not need to be a member
23 of the Arbitration Panel.

24 b. -In the event the parties cannot mutually agree upon an arbitrator,
25 and no later than fourteen (14) days after receipt of a notice of
26 intent to arbitrate, the parties shall confer for the purpose of
27 selecting an arbitrator from the panel.

28 c. -The parties shall alternatively strike names from the list until one
29 name remains.

30 ~~b.d.~~ -The right of the first choice to strike shall be determined by a
31 coinflip.

32 (c) Authority of the Arbitrator.

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- 1 (1) The arbitrator shall neither add to, subtract from, modify, nor alter
- 2 the terms or provisions of this Agreement. Arbitrations shall be
- 3 confined solely to the application of this Agreement and the issue(s)
- 4 submitted for arbitration. The arbitrator shall refrain from issuing
- 5 any statements of opinion or conclusions not essential to the
- 6 determination of the issues submitted.
- 7 (2) The arbitrator shall not substitute the arbitrator’s or another’s
- 8 judgment for that of the University in any matter.
- 9 (d) Arbitrability. Issues of arbitrability shall be separated from the substantive issue(s)
- 10 and, whenever possible, determined by means of a hearing conducted by conference
- 11 call.
- 12 (1) -The arbitrator shall have ten (10) days from the hearing to render a
- 13 decision on arbitrability.
- 14 ~~(3)~~(2) If the issue is judged to be arbitrable, an arbitrator shall then be
- 15 selected to hear the substantive issue(s) in accordance with the
- 16 provisions of Section 11.7(b)(2).~~11.7(f)(2).~~
- 17 (e) Conduct of Step 3 Hearing.
- 18 (1) The hearing shall commence within sixty (60) days of the
- 19 arbitrator’s acceptance of selection, or as soon thereafter as is
- 20 practicable.
- 21 (2) -The arbitrator shall ~~hold~~conduct the hearing at the University,
- 22 unless otherwise agreed by the parties.
- 23 (3) ~~The hearing shall commence within sixty (60) days of the~~
- 24 ~~arbitrator’s acceptance of selection, or as soon thereafter as is~~
- 25 ~~practicable, and~~†The arbitrator shall issue the decision within forty-
- 26 five (45) days of the close of the hearing or the submission of briefs,
- 27 whichever is later, unless additional time is agreed to by the parties.
- 28 (4) -The decision shall be in writing and shall set forth findings of fact,
- 29 reasoning, and conclusions on the issues submitted.
- 30 ~~(4)~~(5) -Except as modified by the provisions of this Agreement, arbitration
- 31 proceedings shall be conducted in accordance with the current Labor

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Arbitration Rules of the American Arbitration Association.

~~(d)(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)~~ (1) -The parties shall equally divide all arbitration fees and expenses, unless the arbitrator rules that the grievance was frivolous, in which case the filing party shall bear the cost of all fees and expenses associated with the arbitration, including, if awarded, attorney’s fees.

~~(2)~~ (2) -Fees and expenses charged by an arbitrator for cancelation after the arbitrator’s deadline shall be borne by the party requesting the cancelation. However, if a grievance is resolved, and the cancelation of the arbitration results in any arbitration fees or expenses, such costs shall be divided equally between the parties.

~~(3)~~ (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)~~ (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.

11.8 Implementation of Remedy. Any formal remedy resulting from a decision at Step 2 or Step 3 will be implemented within fourteen (14) days, unless otherwise provided in the arbitrator’s decision or by mutual agreement of the parties.

~~11.2 Filings and Notification. All documents, except the initial filing, required or permitted to be issued or filed pursuant to this Article may be transmitted by email, fax, United States mail, or any other recognized delivery service. If any action falls due on a Saturday,~~

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1 ~~Sunday, or University recognized holiday, the action will be considered timely if it is~~
2 ~~accomplished by 5:00 P.M. on the following business day.~~

3 ~~11.611.9~~ Precedent. ~~The resolution of a~~~~No complaint informally resolved, or~~ grievance,
4 ~~resolved at~~ either informally or by decision rendered at Step 1 or 2, shall not constitute a
5 precedent for any purpose unless agreed to in writing by the Board of Trustees or their
6 representatives and the UFF acting through its president or representative.

7 ~~11.3 Reprisal. No reprisal of any kind will be made by the Board, the University, or the UFF~~
8 ~~against any grievant, any witness, any UFF representative, or any other participant in the~~
9 ~~grievance procedure for such participation.~~

10 ~~11.711.10~~ Records. All written materials pertinent to a grievance shall be maintained~~filed~~
11 separately from the evaluation file of the grievant or witnesses, except decisions resulting
12 from arbitration or settlement. Unless otherwise exempt under Florida law, grievance-
13 related documents are subject to disclosure as a public record.

14 11.11 Processing.

15 (a) The filing or pendency of any grievance or arbitration proceedings under this
16 Article will not operate to impede, preclude, or delay the University from taking
17 the action complained of.

18 (b) Reasonable efforts, including the shortening of time limits when practical, will be
19 made to conclude the processing of a grievance prior to the expiration of the
20 grievant's employment, whether by termination or failure to reappoint. An
21 employee with a pending grievance will not continue to be compensated beyond
22 the last date of employment.

23 (c) The University may refuse consideration of a grievance not filed or processed in
24 accordance with this Article.

25 ~~11.811.12~~ Inactive Grievances. A grievance which has been filed at Step 2 or Step 3 and on
26 which no action has been taken by the grievant or the UFF for forty-five (45) days shall
27 be deemed withdrawn and or resolved~~dismissed~~ in accordance with the decision issued
28 at the prior Step.

For the University

For the UFF

Alexander Landback
Chief Negotiator

Myles Kim
Chief Negotiator

Date

Date