

**ARTICLE 11**  
**GRIEVANCE PROCEDURE**

**11.1** Policy.

(a) 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. Pursuant to section 1001.741, Florida Statutes, personnel actions or decisions regarding faculty are not subject to arbitration. Arbitration may only be used to resolve a grievance when required by federal law as determined in the University’s sole discretion. In the event Florida law is revised to allow arbitration, the process in Appendix D will be followed. If the process in Appendix D conflicts with the revised law, the parties will renegotiate the arbitration process.

(b) 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. A dispute filed on a form referenced in 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.

b. The grievance must specify:

1. the act that allegedly violates this Agreement, including the name(s) of any individual(s) who committed the act;

2. the term(s) of this Agreement that has allegedly been violated;

3. how the act violates the term(s) of the Agreement, and;

- 39                                   **4.**       propose an appropriate and specific remedy.
- 40                                   **(2)**       The term “grievant” means:
- 41                                   **a.**       An employee or group of employees who has/have filed a grievance
- 42   in a dispute over a provision of this Agreement which confers rights
- 43   upon the employee(s).
- 44                                   **b.**       The UFF chapter may file a grievance on behalf of a person, a group
- 45   of people, or the chapter itself, in a dispute over a provision of this
- 46   Agreement which confers rights upon the employee(s).
- 47   **1.**       In order to process a chapter grievance submitted on behalf
- 48   of a group of employees, the grievance must identify the
- 49   group with sufficient specificity to allow the University to
- 50   identify the individual members that are affected by the
- 51   chapter grievance.
- 52   **2.**       A chapter grievance shall identify the specific remedy
- 53   sought for the members.
- 54                                   **c.**       A chapter grievance or a grievance of a decision made by the
- 55   President or Provost may be initiated at Step 2.
- 56                                   **(3)**       The parties may agree in writing to consolidate grievances of a similar
- 57   nature to expedite the review process. However, the parties are not
- 58   obligated to any such consolidation.
- 59                                   **(b)**       Forms.
- 60                                   **(1)**       Grievance Form. Each grievance must be typed and submitted in writing on
- 61   the form attached to this Agreement as Appendix “C”, with all pertinent
- 62   information explaining the disagreement or controversy, identifying the
- 63   provision(s) at issue. The grievant’s signature, confirming the grievant’s
- 64   intent to proceed with the grievance, shall be provided prior to the grievance
- 65   hearing.
- 66                                   **(2)**       All grievance forms must be electronically filed via email with the Office
- 67   of the General Counsel ([ogc@floridapoly.edu](mailto:ogc@floridapoly.edu)).
- 68                                   **a.**       All grievance forms will be dated and assigned a case number when
- 69   the form is received by the Office of the General Counsel.
- 70                                   **b.**       The date of receipt will be determined by the date in which the
- 71   grievance is received by the Office of the General Counsel and
- 72   assigned an identifying case number.
- 73                                   **(3)**       If there is difficulty in meeting any time limit, the UFF representative may
- 74   sign such documents for the grievant; however, the grievant’s signature
- 75   must be provided prior to the Grievance Hearing..
- 76                                   **(4)**       Time Limits. All time limits contained in this Article may be extended by

77 agreement of the parties, except that the time limits for the initial filing of a  
78 grievance may be extended only by the University. Upon failure of the  
79 University to provide a decision within the time limits provided in this  
80 Article or as extended by agreement, the grievant or the UFF, where  
81 appropriate, may proceed to the next step.

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

86 **11.3** Burden of Proof. In all grievances, except those challenging disciplinary actions, the  
87 grievant has the burden of proof.

88 **11.4** Appearances.

89 (a) Grievant.

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

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

100 (b) Grievance Representatives.

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

104 a. The UFF shall, on or before September 1 of each year, furnish to the  
105 University a list of all persons authorized to act as grievance  
106 representatives and will update the list as needed. The UFF  
107 grievance representative has the responsibility to meet all classes,  
108 office hours, and other duties and responsibilities incidental to the  
109 assigned workload.

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

113 c. Should any hearings or meetings with the Vice Provost of Academic  
114 Affairs, Provost, or their designees necessitate rescheduling of  
115 assigned duties, the representative may, with the approval of the

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

119 (2) If an employee elects not to be represented by UFF, the University will  
120 promptly inform UFF in writing of the grievance, and when the grievance  
121 progresses from Step 1 to Step 2.

122 a. No resolution of any individually processed grievance will be  
123 inconsistent with the terms of this Agreement

124 b. The UFF will have the right to have an observer present at all  
125 meetings called to discuss such grievance and will be sent copies of  
126 all decisions at the same time as they are sent to the other parties.

127 **11.5** Informal Resolution (IR) Procedure (Step 1). The University Administration and the UFF-  
128 FPU Chapter agree that problems should be resolved, whenever possible, before the filing  
129 of a grievance. Therefore, except as provided under Section 11.2(a)(2)c, no grievance may  
130 be filed until the UFF or faculty member has timely requested an informal resolution. The  
131 faculty member will have the right to representation by the UFF-FPU Chapter during  
132 attempts at informal resolution. If the faculty member is not represented by UFF-FPU at  
133 this point, the University will provide prompt notification to the chapter with a copy of the  
134 request for IR.

135 (a) Faculty are encouraged to request informal resolution as early as practicable.  
136 Faculty who wish to preserve their rights to file a grievance must file a request for  
137 IR within twenty (20) days of the act or omission giving rise to the dispute, or the  
138 date on which the faculty member knew or reasonably should have known of such  
139 an act or omission if that date is later.

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

145 (c) All requests for informal resolution must be in writing and submitted to Human  
146 Resources ([hr@floridapoly.edu](mailto:hr@floridapoly.edu)) and the Office of the General Counsel  
147 ([ogc@floridapoly.edu](mailto:ogc@floridapoly.edu)) via email. The request must contain a brief, general  
148 description of the dispute, identify the relevant provisions of this Agreement which  
149 are at issue, and include dates, times, and locations of the action(s) giving rise to  
150 the dispute.

151 (d) Upon receipt of a timely-filed request for informal resolution, the parties will have  
152 thirty (30) days to attempt to informally resolve the dispute.

153 (1) The thirty (30) day period may be extended upon mutual agreement of the  
154 parties.

- 155 (2) The faculty member may file a formal grievance prior to the expiration of
- 156 the thirty (30) day period, when:
- 157 a. Good faith attempts have been made by the grievant to achieve an
- 158 informal resolution;
- 159 b. The dispute is time-sensitive, or;
- 160 c. The parties mutually agree that informal resolution of the dispute is
- 161 not possible.
- 162 (e) All informal resolutions will be reduced to writing, but will be without precedent
- 163 or prejudice to the parties.

164 **11.6** Formal Grievance Procedure (Step 2).

165 (a) Step 2 Filing.

- 166 (1) Within fifteen (15) days after the expiration of the thirty (30) day IR period,
- 167 the grievant or UFF may file a Step 2 grievance consistent with the
- 168 requirements described in Section 11.2.
- 169 a. The fifteen (15) days will be calculated from the date on which the
- 170 grievance is emailed to, and confirmed as received by, the Office of
- 171 the General Counsel.
- 172 b. The filing of a formal grievance at Step 2 constitutes a waiver of any
- 173 rights to judicial review of agency action pursuant to Chapter 120,
- 174 Florida Statutes, and to the review of such actions under other
- 175 University procedures that may otherwise be available to address
- 176 such matters.
- 177 (2) The grievance may be withdrawn at any time by the grievant or by the UFF
- 178 President.

179 (b) Amended Step 2 Filing.

- 180 (1) The grievant may amend the Step 2 grievance one (1) time prior to the Step
- 181 2 meeting, no later than three (3) business days prior to the Step 2 meeting,
- 182 so long as the factual basis of the complaint is not materially altered.
- 183 (2) Only those acts or omissions and sections of the Agreement specifically
- 184 identified in writing at the initial Step 2 filing, or as amended prior to the
- 185 Step 2 meeting, may be considered at Step 2.

186 (c) Request for Documents.

- 187 (1) Upon written request, the grievant and the grievant’s representative will be
- 188 provided access to all documents relevant to the grievance, except as
- 189 described in subsection (3).
- 190 (2) If the request is reasonable in scope and relevant to the grievance, these
- 191 documents will be provided no less than three (3) business days prior to the

192 Step 2 meeting.  
193 (3) Written Authorization is required for the release of any Limited-Access  
194 Records to the UFF representative or the grievant’s legal counsel (if selected  
195 pursuant to Section 11.4), as defined under Florida Polytechnic University  
196 Rule 6C13-6.008.

197 (d) Step 2 Meeting.

198 (1) Timing. The Provost or University Representative and the grievant and the  
199 grievant’s representative shall meet no later than fifteen (15) days following  
200 the receipt of the Step 2 grievance.

201 (2) Procedure. During the Step 2 meeting, the grievant shall have the right to  
202 present any evidence in support of the grievance, and the grievant and/or  
203 the UFF representative or the grievant’s legal counsel (if selected pursuant  
204 to Section 11.4), and the Provost or University Representative will discuss  
205 the grievance.

206 (3) Decision.

207 a. The Provost or University Representative will issue a written  
208 decision, stating the reasons for the decision, to the grievant and the  
209 grievant’s Step 2 representative within thirty (30) days following the  
210 conclusion of the Step 2 meeting. Thirty (30) days shall be  
211 calculated as defined in Section 24.5.

212 b. Step 2 decisions are final and binding.

213 c. A copy of the decision shall be sent to the grievant and to UFF if the  
214 grievant elected self-representation or representation by legal  
215 counsel.

216 **11.7** Implementation of Remedy. Any formal remedy resulting from a decision at Step 2 will be  
217 implemented within fourteen (14) days, unless otherwise provided in the arbitrator’s  
218 decision or by mutual agreement of the parties.

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221 **11.8** Precedent. The resolution of a grievance, either informally or by decision rendered at Step  
222 2, shall not constitute a precedent for any purpose unless agreed to in writing by the Board  
223 of Trustees or their representatives and the UFF acting through its president or  
224 representative.

225 **11.9** Records. All written materials pertinent to a grievance shall be maintained separately from  
226 the evaluation file of the grievant or witnesses, except decisions resulting from settlement.  
227 Unless otherwise exempt under Florida law, grievance-related documents are subject to  
228 disclosure as a public record.

229 **11.10** Processing.

- 230           (a)     The filing or pendency of any grievance or under this Article will not operate to
- 231                     impede, preclude, or delay the University from taking the action complained of.
- 232           (b)     Reasonable efforts, including the shortening of time limits when practical, will be
- 233                     made to conclude the processing of a grievance prior to the expiration of the
- 234                     grievant's employment, whether by termination or failure to reappoint. An
- 235                     employee with a pending grievance will not continue to be compensated beyond
- 236                     the last date of employment.
- 237           (c)     The University may refuse consideration of a grievance not filed or processed in
- 238                     accordance with this Article.
- 239   **11.11** Inactive Grievances. A grievance which has been filed at Step 2 and on which no action
- 240                     has been taken by the grievant or the UFF for sixty (60) days shall be deemed withdrawn
- 241                     and/or dismissed in accordance with the decision issued at the prior Step.

\_\_\_\_\_  
For the University

\_\_\_\_\_  
David Fugett  
Chief Negotiator

Date \_\_\_\_\_

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For the UFF

*C. Wylie Lenz*

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Wylie Lenz  
Chief Negotiator

Date 1/24/2024