

## 1 ARTICLE 20

### 2 *GRIEVANCE PROCEDURE*

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

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

29 **20.3 Definitions and Forms.** As used herein:

30 (a) the term "grievance" shall mean a dispute filed on a form referenced in  
31 Section 20.3(c) concerning the interpretation or application of a specific term or  
32 Article(s) and section(s) of this Agreement, subject to those exclusions appearing  
33 in other Articles of this Agreement. A Step 1 Grievance is a grievance alleging that

34 one or more violations of this Agreement have occurred at, or within, a college  
35 level unit. A Step 2 Grievance is a grievance that has either  
36 (1) continued from the Step 1 college or unit level to the University level  
37 or  
38 (2) been filed alleging that one or more violations of the Agreement  
39 have occurred at the dean's or the University level.

40 (b) the term "grievant" shall mean an employee or group of employees who  
41 has/have filed a grievance in a dispute over a provision of this Agreement that  
42 confers rights upon the employee(s) or the UFF. The UFF may file a grievance:

43 (1) in a dispute over a provision of this Agreement that confers rights upon  
44 the UFF. A grievance filed by the UFF on behalf of the UFF shall be initiated at  
45 Step 2; or

46 (2) on behalf of the bargaining unit, a group of employees, or an individual  
47 employee, provided any group is identified with sufficient specificity to enable the  
48 University to identify its members.

49 (c) Consolidation. The parties may agree to consolidate grievances of a similar  
50 nature to expedite the review process. In a consolidated grievance, one Appendix  
51 "C" or "D" may be attached, bearing the signatures of the grievants.

52 (d) Grievance Forms. Each grievance and request for review must be submitted  
53 in writing on the appropriate form attached to this Agreement as Appendix "C" or  
54 "D" respectively, and shall be signed by the grievant. All grievance forms shall be  
55 dated when the grievance is received. If there is difficulty in meeting any time  
56 limit, the grievance representative may sign such documents for the grievant;  
57 however, the grievant's signature shall be provided prior to the Step 1 meeting or  
58 Step 2 review if filed directly at Step 2. The aforementioned grievance forms may  
59 be filed by means of United States mail, email, or any other recognized means of  
60 delivery. Emails received after 5pm Eastern time will be deemed to have arrived  
61 the next business day.

62 (e) Remedy. A grievance shall specify the remedy sought by the grievant.

63 **20.4 Burden of Proof.** For each violation alleged in a grievance filing, except an  
64 alleged violation of Article 16, the duty of proving or disproving the fact or facts in  
65 dispute between the parties at the grievance proceeding(s) shall be on the

66 employee. For disciplinary violations, the burden of proving the fact or facts at the  
67 grievance proceeding(s) shall be on the University.

68 **20.5 Representation.** The UFF shall have the exclusive right to represent any  
69 employee in a grievance filed hereunder, unless an employee elects self-  
70 representation or to be represented by legal counsel. If an employee elects not to  
71 be represented by the UFF, the University shall promptly inform the UFF in writing  
72 of the grievance. No resolution of any individually processed grievance shall be  
73 inconsistent with the terms of this Agreement. For this purpose, the UFF shall  
74 have the right to have an observer present at all meetings that include the  
75 grievant for the purpose of discussing such grievance and shall be sent copies of  
76 all decisions at the same time as they are sent to the other parties.

77 **20.6 Grievance Representatives.** The UFF shall, on or before September 1 of each  
78 year, furnish to the University a list of all persons authorized to act as grievance  
79 representatives and shall update the list as needed. The UFF grievance  
80 representative shall have the responsibility to meet all classes, office hours, and  
81 other duties and responsibilities incidental to their assigned workload. Some of  
82 these activities are scheduled to be performed at particular times. Such  
83 representative shall have the right during times outside of those hours scheduled  
84 for these activities to investigate, consult, and prepare grievance presentations  
85 and attend grievance hearings and meetings. Should any hearings or meetings  
86 with the University's representatives necessitate rescheduling of assigned duties,  
87 the representative may, with the approval of the appropriate administrator,  
88 arrange for the rescheduling of such duties or their coverage by colleagues. Such  
89 approval shall not be unreasonably withheld.

90 **20.7 Appearances.**

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

95 (b) Prior to participation in any such proceedings, conferences, or meetings,  
96 the employee shall make arrangements acceptable to the appropriate supervisor  
97 for the performance of the employee's duties. Approval of such arrangements

98 shall not be unreasonably withheld. Time spent in such activities outside regular  
99 working hours shall not be counted as time worked.

## 100 20.8 Formal Grievance Procedure.

### 101 (a) Filing.

102 (1) Step 1 and Step 2 grievances shall be filed in Academic Affairs on the  
103 appropriate form in the appendices within thirty days following the act or  
104 omission giving rise thereto, or the date on which the employee knew or  
105 reasonably should have known of such act or omission if that date is later. Thirty  
106 days shall be determined by the date stamped on the completed grievance form  
107 filed in Academic Affairs, or by the date of mailing or emailing as determined by  
108 the postmark or timestamp. The grievant may amend the Appendix "C" form one  
109 time, either prior to the Step 1 meeting for all grievances filed at Step 1, or prior  
110 to the Step 2 review for all grievances filed directly at Step 2. Additional  
111 amendments to the grievance may be permitted by mutual agreement of the  
112 parties.

113 (2) An employee may seek redress of an alleged salary error by filing a  
114 grievance under the provisions of this Article. An act or omission giving rise to  
115 such a grievance may be the employee's receipt of the employee's payslip (salary  
116 warrant) for the first full pay period in which the annual salary increases  
117 referenced in the Salary Article 23 are reflected.

118 (3) The filing of a grievance constitutes a waiver of any rights to judicial  
119 review of agency action pursuant to Chapter 120, Florida Statutes, or to the  
120 review of such actions under University procedures which may otherwise be  
121 available to address such matters. This grievance procedure shall be the sole  
122 review mechanism for resolving disputes regarding rights or benefits which are  
123 provided exclusively by this Agreement. Only those acts or omissions and sections  
124 of the Agreement identified at the initial filing may be considered at subsequent  
125 steps.

126 (b) Time Limits. All time limits contained in this Article may be extended by  
127 mutual agreement of the parties. Upon failure of the University to provide a  
128 decision within the time limits provided in this Article, the grievant or the UFF,  
129 where appropriate, may appeal to the next step. Upon the failure of the grievant  
130 or the UFF, where appropriate, to file an appeal within the time limits provided in

131 this Article, the grievance shall be deemed to have been resolved by the decision  
132 at the prior step.

133 (c) Postponement.

134 (1) The grievant may, in the written grievance at Step 1, request the  
135 postponement of any action in processing the grievance formally for a period of  
136 up to thirty days, during which efforts to resolve the grievance informally shall be  
137 made. The initial such request shall be granted. Upon the grievant's written  
138 request, additional extensions should be granted unless to do so would impede  
139 resolution of the grievance. Upon request, the university's representative shall,  
140 during the postponement period(s), arrange an informal meeting between the  
141 appropriate administrator and the grievant. The grievant shall have the right to  
142 representation by the UFF during attempts at informal resolution of the  
143 grievance. The grievant may, at any time, terminate the postponement period by  
144 giving written notice to the university's representative that the grievant wishes to  
145 proceed with the Step 1 meeting. If the postponement period, or any extension  
146 thereof, expires without such written notice, the grievance shall be deemed  
147 informally resolved to the grievant's satisfaction and need not be processed  
148 further.

149 (2) In the case of a grievance filed pursuant to the Expedited Grievance  
150 Procedure referenced in Article 19, Conflict of Interest or Commitment/Outside  
151 Activity, the postponement period shall be no more than seven days unless the  
152 employee and the university agree otherwise.

153 (d) Step 1.

154 (1) The university may escalate a Step 1 grievance to Step 2 or de-escalate a  
155 Step 2 grievance to Step 1 to ensure the matter is addressed at the most  
156 appropriate administrative level or to speed resolution of a grievance filed at an  
157 inappropriate step.

158 (2) Meeting. The University's representative and the grievant and the  
159 grievance representative shall meet no sooner than seven and no later than  
160 fifteen days following receipt of:

- 161 a. the grievance if no postponement is requested, or  
162 b. written notice to proceed with the Step 1 meeting.

163 At the Step 1 meeting, the grievant shall have the right to present any evidence in  
164 support of the grievance, and the grievant and/or the UFF representative or the

165 grievant's legal counsel (if selected), and the University's representative, shall  
166 discuss the grievance.

167 (3) Decision. The University's representative shall issue a written summary  
168 of the meeting and their conclusion(s), stating the reasons therefore, to grievant's  
169 Step 1 representative within thirty days following the conclusion of the meeting.  
170 In the absence of an agreement to extend the period for issuing the Step 1  
171 decision, the grievant may proceed to Step 2 if the grievant's Step 1  
172 representative has not received the written decision by the end of the 30th day  
173 following the conclusion of the Step 1 meeting. A copy of the written summary  
174 shall be sent to the grievant and to the local UFF Chapter if grievant elected self-  
175 representation or representation by legal counsel.

176 (4) Documents. In advance of the Step 1 meeting, the grievant shall have  
177 the right, upon written request, to a copy of any reasonably identifiable  
178 documents relevant to the grievance. All documents referred to in the written  
179 summary and any additional documents presented by the grievant shall be  
180 attached to the written summary, together with a list of these documents.

181 (e) Step 2.

182 (1) Filing.

183 a. Continuation of Step 1 Grievance. If the grievance is not satisfactorily  
184 resolved at Step 1, the grievant may file a written request for a review of the Step  
185 1 decision. The filing must clearly articulate why the Step 1 decision on the alleged  
186 violations addressed at Step 1 is incorrect. The Appendix "D" form is then filed  
187 with Academic Affairs for review of the Step 1 written summary by the  
188 University's representative. The grievant must make this request within thirty  
189 days following receipt of the Step 1 decision by the grievant's Step 1  
190 representative. Thirty days shall be determined by the date stamped on the  
191 notice by Academic Affairs when the request is received in that office, by 5pm  
192 Eastern time, the date of receipt via email, or by the date of mailing as  
193 determined by the postmark or timestamp.

194 b. Step 2 Grievance Alleging Violation(s) of the Agreement at the  
195 University Level. A grievance may be filed at Step 2 if it alleges that one or more  
196 violations have occurred at the University level.

197 (2) Meeting. The University's representative and the grievant and the  
198 grievant's representative shall meet no sooner than seven and no later than  
199 fifteen days following receipt of:

- 200 a. the grievance if no postponement is requested or  
201 b. written notice that the grievant wishes to proceed with the Step 2  
202 meeting.

203 At the Step 2 meeting the grievant shall have the right to present evidence  
204 in support of the grievance, and the grievant and/or the UFF representative or the  
205 grievant's legal counsel (if selected) and the University's representative shall  
206 discuss the grievance.

207 (3) Decision. The University's representative shall issue a written decision,  
208 stating the reasons therefore, to the grievant and grievant's Step 2 representative  
209 within forty-five days following the conclusion of the review meeting. Forty-five  
210 days shall be determined by a receipt executed by Academic Affairs, or by the  
211 date of mailing or emailing as determined by the postmark or timestamp. The  
212 University's representative may request an extension to complete the written  
213 decision, and the UFF shall not unreasonably deny such a request. The written  
214 Step 2 decision is the final agency disposition of the matter. A copy of the decision  
215 shall be sent to the grievant and to the UFF grievance chair if the grievant elected  
216 self-representation or representation by legal counsel.

217 **20.9 Filings and Notification.** All documents required or permitted to be issued or  
218 filed pursuant to this Article may be transmitted by United States mail, email, or  
219 any other recognized delivery service. Refusal to accept delivery to the address  
220 indicated in the university's records will be deemed as delivered. Receipt by UFF  
221 Representative shall constitute receipt only when the UFF represents the  
222 employee. Step 1 and Step 2 decisions shall be transmitted to the grievance  
223 representative (s) by personal delivery with written documentation of receipt or  
224 by certified mail, return receipt requested, or via email. In the event that any  
225 action falls due on a Saturday, Sunday, or holiday (as referred to in in the Leaves  
226 Article), the action will be considered timely if it is accomplished by 5:00 p.m. on  
227 the following business day.

228 **20.10 Precedent.** No complaint informally resolved, or grievance resolved at  
229 either Step 1 or 2, shall constitute a precedent for any purpose unless agreed to in

230 writing by the University's representative and the UFF acting through its local  
231 President or representative.

232 **20.11 Processing.**

233 (a) The filing or pendency of any grievance proceedings under this Article shall  
234 not operate to impede, preclude, or delay the University from taking the action  
235 complained of. Reasonable efforts, including the shortening of time limits when  
236 practical, shall be made to conclude the processing of a grievance prior to the  
237 expiration of the grievant's employment, whether by termination or failure to  
238 reappoint. An employee with a pending grievance will not continue to be  
239 compensated beyond the last date of employment.

240 (b) The University's representative may refuse consideration of a grievance not  
241 filed or processed in accordance with this Article.

242 **20.12 Reprisal.** No reprisal of any kind will be made by the University or the UFF  
243 against any grievant, any witness, any UFF representative, or any other  
244 participant in the grievance procedure by reason of such participation.

245 **20.13 Records.** All written materials pertinent to a grievance shall be filed  
246 separately from the evaluation file of the grievant or witnesses, except decisions  
247 resulting from a settlement.

248 **20.14 Inactive Grievances.** A grievance which has been filed at Step 1 or Step 2 on  
249 which no action has been taken by the grievant or the UFF for ninety days shall be  
250 deemed withdrawn.