

2277 B. Time Limits. All time limits may be extended by mutual agreement of the parties. Upon
2278 failure of the University to provide a decision within the time limits provided in this Article, the grievant or
2279 the UFF, where appropriate, may appeal to the next step. Upon the failure of the grievant or the UFF,
2280 where appropriate, to file an appeal within the time limits provided in this Article, the grievance shall be
2281 deemed to have been resolved by the decision at the prior step.

2282 C. Step 1. All grievances shall be placed in informal resolution status for thirty (30) days
2283 unless both the University and UFF agree otherwise. During the informal resolution period efforts to
2284 resolve the grievance informally shall be made. Additional extensions may be granted upon mutual
2285 agreement. Upon request of the grievant or grievant's representative, the University representative shall,
2286 during the informal resolution period(s), arrange an informal meeting between the appropriate
2287 administrator and the grievant. The grievant shall have the right to representation by the UFF during
2288 attempts at informal resolution of the grievance. If the grievance is not satisfactorily resolved during the
2289 initial informal resolution period, the grievant may give written notice requesting Step 2 review within
2290 seven (7) days from the expiration of the initial Step 1 period. If the grievant does not request a Step 2
2291 review within seven (7) days from the expiration of the initial informal resolution period or if any
2292 extension of that period expires without the grievant filing a request for Step 2 review, the grievance
2293 shall be deemed informally resolved to the grievant's satisfaction and need not be processed further.
2294 The expiration of the seven (7) day period shall be evidenced by a receipt executed by the office
2295 receiving the request for Step 2 review, or by the date of mailing as determined by the postmark.

2296 D. Step 2.

2297 (1). Meeting. The designated University representative and the grievant and/or the grievant's
2298 representative shall agree to meet within fifteen (15) days following receipt of the written notice
2299 requesting Step 2 review. At the Step 2 meeting, the grievant shall have the right to present any
2300 evidence in support of the grievance, and the grievant and/or the grievant's representative or
2301 the grievant's legal counsel (if selected pursuant to 20.5. Representation) and the designated
2302 university representative shall discuss the grievance.

2303 (2). Decision. The designated University representative shall issue a written decision, stating the
2304 reasons therefore, to grievant's Step 2 representative within thirty (30) days following the
2305 conclusion of the meeting. The expiration of the thirty-day period shall be evidenced by a
2306 receipt executed by the office receiving the grievance, or by the date of mailing as determined
2307 by the postmark. A copy of the decision shall be sent to the grievant, to the grievant's
2308 representative and to UFF if grievant elected self-representation or representation by legal
2309 counsel.

2310 (3). Documents. All documents referred to in the Step 2 decision and any additional documents
2311 presented by the grievant shall be attached to the decision, together with a list of these
2312 documents. In advance of the Step 2 meeting, the grievant shall have the right, upon written
2313 request, to a copy of any identifiable documents relevant to the grievance.

2314 E. Step 3 Arbitration.

2315 (1). Filing. If the grievance has not been satisfactorily resolved at Step 2, UFF may, upon the
2316 request of the grievant, proceed to arbitration by filing a written notice of the intent to do so.
2317 Notice of intent to proceed to arbitration must be filed with the designated University
2318 representative within thirty (30) days after receipt of the Step 2 decision by grievant's Step 2
2319 representative and shall be signed by the grievant and the UFF President or representative.
2320 The expiration of the thirty-day period shall be evidenced by a receipt executed by the office
2321 receiving the grievance, or by the date of mailing as determined by the postmark. The grievance
2322 may be withdrawn at any time by the grievant or by the UFF President or representative at any
2323 point prior to issuance of the arbitrator's decision. The parties shall stipulate to the issue(s)
2324 prior to the arbitration. In the event a stipulation is not reached, the parties shall proceed to a
2325 hearing on arbitrability as described in Article 20.8(E)(4) below.

2326 (2). Selection of Arbitrator. Representatives of the University and the UFF shall meet within
2327 ninety (90) days after the execution of this Agreement for the purpose of selecting an Arbitration
2328 Panel of seven (7) members. Within fourteen (14) days after receipt of a notice of intent to
2329 arbitrate, representatives of the University and UFF shall meet for the purpose of selecting
2330 an arbitrator from the Panel. Selection shall be by mutual agreement or by alternately striking

2385 The party desiring a transcript of the arbitration proceedings shall provide written notice to the
2386 other party of its intention to have a transcript of the arbitration made at least one week prior to
2387 the date of the arbitration. The party desiring such transcript shall be responsible for scheduling a
2388 court reporter to record the proceedings and shall be solely responsible for the appearance fees
2389 of the court reporter and the cost of any transcripts of the proceedings which that party may
2390 order. The requesting party shall, at its expense, photocopy the copy of the transcript received
2391 from the reporter and deliver the photocopy to the other party within five days after receiving
2392 the copy of the transcript from the reporter.

2393 (9). Retroactivity. An arbitrator's award may or may not be retroactive as the equities of each
2394 case may demand, but in no case shall an award be retroactive to a date earlier than thirty (30)
2395 days prior to the date the grievance was initially filed.

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2397 20.9 Filings and Notification. ~~All other documents required or permitted to be issued or filed may be~~
2398 ~~transmitted by facsimile, United States mail, or any other recognized delivery service, excluding electronic~~
2399 ~~mail. Grievance decisions shall be transmitted to the grievant's representative(s) by personal delivery with~~
2400 ~~written documentation of receipt or by certified mail, return receipt requested. All documents related to~~
2401 ~~grievances required or permitted to be issued or filed may be transmitted by United States mail, email, or~~
2402 ~~other recognized delivery service as described in Article 3.2C.~~ In the event that any action falls due on a
2403 Saturday, Sunday, or holiday (as defined in this Agreement), the action will be considered timely if it is
2404 accomplished by 5:00 P.M. on the following business day.

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2406 20.10 Precedent. No complaint informally resolved, or grievance resolved at either Step 1 or 2, shall
2407 constitute a precedent for any purpose unless agreed to in writing by the President of the University and
2408 the UFF acting through its President or representative.

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2410 20.11 Processing.

2411 A. The filing or pendency of any grievance or arbitration proceedings under this procedure
2412 shall not operate to impede, preclude, or delay the University from taking the action complained of.
2413 Reasonable efforts, including the shortening of time limits when practical, shall be made to conclude the
2414 processing of a grievance prior to the expiration of the grievant's employment, whether by termination or
2415 non-reappointment. An employee with a pending grievance will not continue to be compensated beyond
2416 the last date of employment.

2417 B. The University may refuse consideration of a grievance not filed or processed in
2418 accordance with this procedure.

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2420 20.12 Reprisal. No reprisal of any kind will be made by the University, or UFF against any grievant, any
2421 witness, any UFF representative, or any other participant in the grievance procedure by reason of such
2422 participation.

2423 20.13 Records. All written materials pertinent to a grievance shall be filed separately from the evaluation
2424 file of the grievant or witnesses, except decisions resulting from arbitration or settlement.

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2426 20.14 Inactive Grievances. A grievance which has been filed at Step 3 and on which no action has been
2427 taken by the grievant or UFF for ninety (90) days shall be deemed withdrawn and resolved in accordance
2428 with the decision issued at the prior Step.

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2430 20.15 Non-Binding Mediation. At any point during the grievance process, the parties may elect, by mutual
2431 written agreement, to participate in non-binding mediation concerning the grievance. The parties may utilize
2432 the Federal Mediation and Conciliation Services (hereafter "FMCS"), but it is not required. If the parties
2433 choose to participate in non-binding mediation through a mutual written agreement, then the grievance
2434 timelines contained herein shall be suspended, pending the outcome of mediation, from the date of the
2435 signed written agreement of the parties to pursue non-binding mediation. Should mediation successfully
2436 resolve the grievance, where confirmed by both parties in writing, the grievance shall be deemed closed.
2437 Should mediation not successfully resolve the grievance, which shall be documented in writing by both
2438 parties, the suspension of the timelines of the grievance shall be dissolved and the grievance process shall
2439 proceed as detailed herein.

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~~20.15 Mediation. Both USF and UFF recognize that an effective mediation program would provide an alternative for the parties to amicably resolve grievances. Following ratification of the USF/UFF Collective Bargaining Agreement, the parties shall work together to jointly plan and develop a mediation program that could become part of the grievance process described within this Agreement. Joint planning activities would include exploration and evaluation of alternative mediation models, formulation of a model for testing at USF and field testing of the model(s) developed with the goal of developing mutually acceptable language for inclusion in the Agreement to implement a mediation program. To that end both parties agree to reopen on this article during the next collective bargaining period following ratification if this Agreement.~~

Article 21 - Other Employee Rights

21.1 Professional Meetings. Employees should be encouraged to and may, with the approval of the supervisor, attend professional meetings, conferences, and activities. Subject to the availability of funds, the employee's expenses in connection with such meetings, conferences, or activities shall be reimbursed in accordance with the applicable provisions of State law and university rules.

21.2 Office Space. Each employee shall be provided with office space which may be on a shared basis. The parties recognize the desirability of providing each employee with enclosed office space with a door lock, office equipment commensurate with assigned responsibilities, and ready access to a telephone. Each employee shall, consistent with building security, have reasonable access to the employee's office space and laboratories, studios, music rooms, and the like used in connection with assigned responsibilities; this provision may require that campus security provide access on an individual basis. Before an employee's office location is changed, or before there is a substantial alteration to an employee's office to a degree that impedes the employee's work effectiveness, the affected employee shall be notified, if practicable, at least one (1) month prior to such change.

21.3 Safe Conditions. Whenever an employee reports a condition which the employee feels represents a violation of safety or health rules and regulations or which is an unreasonable hazard to persons or property, such conditions shall be promptly investigated. The appropriate administrator shall reply to the concern, in writing, if the employee's concern is communicated in writing.

21.4 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 General Counsel's office 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, is reproduced herein.

No officer, employee, or agent of the State or its sub-divisions shall be held personally liable in tort for any injuries or damages suffered as a result of any act, event or omission of action in the scope of his 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.

21.5 Travel Advances. The University will, to the extent permitted by State law and rule, provide travel advances, upon request, of up to eighty (80) percent of budgeted expenses for authorized travel of longer than five (5) consecutive days.

21.6 Working Papers Rights. Consistent with law and the provisions of this agreement, and the legitimate interests of the University, employees shall have the right to control of their personal correspondence, notes, raw data, and other working papers.

21.7 Protection for Whistleblowers. Employees are notified that Section 112.3187, Florida Statutes, provides protection to whistleblowers and delineates their rights and responsibilities.

Article 22 - Professional Development Program and Sabbaticals