

## Agreement Between

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**And**

### **The United Faculty of Florida (UFF)-FEA-NEA-AFT**

The undersigned agree to the following terms in the representation of \_\_\_\_\_, hereafter referred to as the grievant, in any grievance and arbitration process filed by the grievant who decides to use personal legal counsel or self-representation rather than representation assigned by the United Faculty of Florida (UFF) and/or its affiliates.

Whereas, \_\_\_\_\_ was a member of UFF at least thirty (30) days prior to the action by \_\_\_\_\_ (college or university) \_\_\_\_\_ which has led to the grievant filing a grievance or grievances, including but not limited to case numbers \_\_\_\_\_, and;

Whereas, the grievant has chosen personal legal counsel or self-representation in the matter resulting in said grievance(s), and;

Whereas, the grievant understands his/her right to union representation and has waived that right, and;

Whereas, the grievant is entitled to pursue said grievance(s) under the terms of the Collective Bargaining Agreement of \_\_\_\_\_ (college or university) \_\_\_\_\_.

It is mutually agreed by the United Faculty of Florida, the \_\_\_\_\_ Chapter, and the grievant to the following terms related to said grievance(s).

1. The grievant and/or his/her legal counsel have sole responsibility for each step of the grievance process and the appropriate timelines. The UFF chapter may monitor and/or attend all proceedings on the aggrieved matter.
2. If the applicable Collective Bargaining Agreement requires authorization from UFF in order for a grievance to proceed by private counsel or self-representation, UFF shall identify the grievant's chosen representative to the institution. However, such authorization shall not signify that the grievant is represented by UFF in above-referenced grievance(s) in any capacity.
3. If the grievant elects to arbitrate a grievance, the grievant and his/her legal counsel must submit a Notice of Arbitration to the institution as well as all supporting materials to UFF in compliance with its procedures if settlement was not reached in earlier steps.
4. The UFF Contract Enforcement Committee (CEC) is authorized under UFF bylaws and policies to review the merits of the grievance and shall determine whether the issue has sufficient merit to be submitted for arbitration. The \_\_\_\_\_ chapter of UFF may appeal an adverse CEC decision to the UFF Steering Committee. The Steering Committee is the union's Executive Council as authorized under Article VII of the UFF Constitution.

5. The final decision of the Steering Committee is binding as to advancing the matter to arbitration per Article IX, Section 5 of the UFF Bylaws. As a result, if neither the CEC nor the Steering Committee approve said grievance for arbitration, any Notice of Arbitration already filed with the institution must be withdrawn by the grievant immediately upon receiving a notice of denial. If the CEC or Steering Committee have approved said grievance for arbitration, UFF will provide the necessary authorization to the institution upon request. However, such authorization is solely to satisfy the contractual grievance procedure and shall not signify that the grievant is represented by UFF in above-referenced grievance(s). UFF does not represent the grievant in any matter referenced in this agreement.
  
6. The grievant agrees to pay all costs of his/her representation by private counsel and all costs of an arbitrator or arbitration-related costs up to and including any judicial reviews.
  
7. UFF will not be responsible for any costs other than convening the CEC or Steering Committee, except that if the institution initiates a proceeding to vacate an arbitrator's award, UFF shall have the right to defend against this action but shall not be required to do so. Similarly, if the UFF itself wishes to initiate a proceeding to vacate an arbitration award, it shall be entitled to do so, but may not be compelled to do so. UFF shall similarly be entitled to move or defend against any party's attempt to move or otherwise petition to seek correction or modification of an arbitration award. However, it may not be compelled to do so. To exercise these potential actions, UFF must be provided with a copy of the final arbitration award upon issuance, as well as any post-award pleadings.

\_\_\_\_\_  
 (Name)  
 Grievant  
 Date\_\_\_\_\_

\_\_\_\_\_  
 Marshall Ogletree  
 UFF Executive Director  
 Date\_\_\_\_\_

\_\_\_\_\_  
 (Name)  
 UFF- (Chapter) President  
 Date\_\_\_\_\_