

ARTICLE 11

GRIEVANCE AND ARBITRATION

311.1 – Grievance

A. Purpose of the Grievance Procedure. The parties agree that prompt and just settlement of grievances is of mutual concern and interest. Therefore, the parties shall attempt to settle all grievances promptly and fairly at the point of origin. In order to achieve this, the Grievant, Union and the Administration shall make available to one another all known relevant facts and provide in a timely manner such public documents and public information as may be requested to enable the parties to resolve grievances and maintain harmony within the College environment.

B. Definitions for the Grievance Procedure. The following definitions will be used for the grievance procedure in Article 11 of this Agreement.

1. Grievance – an alleged violation or dispute involving the interpretation or application of the terms of this Agreement or handbook, policies and procedures mutually agreed to by specific reference in this Agreement.
2. Aggrieved or Grievant – any faculty member, group of faculty members or the Union itself that files a grievance as defined in this Article.
3. Faculty Member – any member of the bargaining unit.
4. Days – unless otherwise stated herein shall mean the College business days in accordance with the Board-approved College calendar.
5. Workdays or Working Days – shall mean the regularly scheduled working days for the individual obligated to act in the particular circumstance described.
6. Respondent – the College or the appropriate administrator.

C. Representation. The Union has the right to represent or to not represent any faculty member, if requested by the faculty member, and/or be present at any step of the Grievance Procedure whether or not the Union is representing the faculty member in the process.

D. Timelines. All timelines shall be interpreted as the end of the specified day. In the event a deadline for action by either party should fall on a non-business day (holiday, weekend, or such) for the College, the deadline shall be extended to the next regular business day. Due to the importance of processing a grievance as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process.

E. Bargaining unit members, including Union representatives and officers, shall not permit the investigation or processing of grievances to interfere with their normal work responsibilities.

45 However, they shall be permitted to process and investigate Grievances during non-classroom
46 hours as may be necessary.

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48 F. Exceptions to Grievance and Arbitration. Unless specifically stated otherwise elsewhere in
49 this Agreement, the provisions of this Grievance and Arbitration Article shall apply to the entire
50 Agreement.

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52 G. Grievance Procedure

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54 1. Step 1 – Informal Discussion. A grievant shall first try to resolve the issue by
55 discussing the grievance with his/ her immediate supervisor, either directly or through
56 the Union’s designated representative, within twenty (20) workdays from the date of
57 discovery. Respondent will render a decision to the faculty member within fifteen
58 (15) workdays from the date the first discussion was held. In the event the
59 Respondent is not available during the twenty (20) workday time period, the faculty
60 member will meet with the acting supervisor and express his/her intent to pursue the
61 informal discussion procedure.

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63 2. Step 2 – Written Grievance to Respondent. If the grievance is not settled at Step 1, or
64 if the aggrieved person is not satisfied with the disposition at Step 1, or if there is no
65 disposition within fifteen (15) workdays after the discussion in Step 1, or if the
66 Respondent fails to meet with the Grievant within the twenty (20) workday period as
67 above, the grievant may file the grievance in writing to the Dean or the Associate
68 Vice President as may be appropriate, within twenty (10) workdays from deadline for
69 the supervisor’s disposition.

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71 The written grievance shall be on the Grievance form in Appendix of this Agreement
72 and shall
73 a. briefly state the pertinent facts in enough detail to enable an otherwise uninformed
74 third party to determine from the document the alleged violation, assuming the
75 truth of the facts as stated;
76 b. specify the particular Article(s) and Section(s) of this Agreement that are being
77 relied upon for the prosecution of the grievance and the College will be entitled to
78 rely exclusively on these required references;
79 c. specify with particularity the relief sought.

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81 A class action or union grievance shall be filed with the Vice President at Step 2,
82 provided it is filed within twenty (20) workdays of the date of discovery by the union.

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84 3. Step 3 – Appeal of Step 3 Disposition. If the grievance is not settled at Step 2, or if
85 there is no disposition within ten (10) workdays after receipt of the Step 2 written
86 grievance, the grievant shall have ten (10) workdays to file the grievance in writing to
87 the President of the College. Within five (5) workdays after receiving the Step 3
88 written grievance the President of Academic Affairs shall schedule a meeting with the
89 grievant and/or the Union’s designated representative, to attempt resolution of the

90 matter. Within five (5) workdays after the meeting, the President shall submit a
91 written decision to the grievant.
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93 H. Reprisals. The Administration of the College and/or the Union shall make no reprisals
94 against employees through action or omission because of their involvement in a grievance
95 procedure.
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97 11.2 – Arbitration Procedure

98 A. Purpose of the Arbitration Procedure. When the grievant is not satisfied with the final
99 decision of the formal grievance process, the Union may at the sole discretion of the UFF state
100 organization appeal the grievance to arbitration. The decision to appeal to arbitration will be in
101 writing, delivered to the College President or designee within twenty (20) workdays after receipt
102 by the grievant of the College’s final action. Arbitration under this Agreement shall be limited to
103 those grievances processed through the steps of the Grievance Procedure and subject to this
104 Article. However, in the interest of time, the parties may mutually agree to expedite a grievance
105 directly to arbitration.
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107 B. Selection of Arbitrator. Representatives of the College and the UFF shall meet within
108 ninety (90) days after the execution of this Agreement for the purpose of selecting an
109 Arbitration Panel of seven (7) members. Within fifteen (15) days after receipt of a notice of
110 intent to arbitrate, representatives of the College and the UFF shall meet to select an arbitrator
111 from the Panel. Selection shall be by mutual agreement or by alternately striking names from the
112 Arbitration Panel list until one name remains. The right of the first choice to strike from the list
113 shall be determined by the flip of a coin. In the event the parties cannot mutually agree to an
114 arbitrator, the parties shall jointly request in writing, from the Federal Mediation and
115 Conciliation Service (FMCS), a list of seven (7) arbitrators. Selection from the FMCS
116 arbitration list shall be made by alternately striking names from the list until one name remains.
117 The arbitration shall be held within sixty (60) days following the selection of the arbitrator unless
118 the parties mutually agree to extend the time.
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120 C. Hearing Before the Arbitrator. The arbitrator shall arrange for any hearing he/she deems
121 necessary as soon as practical after the arbitrator is notified of his selection. If it is necessary to
122 hold arbitration proceedings during duty hours, parties to the grievance shall be excused from
123 their other College duties for the duration of the time they are needed in the proceedings. Each
124 party shall have the right to present evidence, present, cross-examine, and/or sequester witnesses,
125 and submit a post-hearing brief.
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127 D. Disposition. The arbitrator shall render a decision in writing within thirty (30) days after the
128 close of the hearing. If briefs are submitted, the hearing is closed on the date set by the arbitrator
129 for the submission of briefs. However, time limitations may be adjusted by mutual agreement of
130 the parties. The decision of the arbitrator will be made in writing to both parties at the same time.
131 The delivery of the decision will be made by e-mail or certified mail, return receipt requested as
132 determined by the Arbitrator.
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134 E. Authority of the Arbitrator - The arbitrator shall be limited to the written grievance submitted
135 by the grievant or the Union. In the area of financial awards, the power of the arbitrator shall be
136 limited to cases where the aggrieved person has been judged to have been discharged or
137 suspended without cause and the arbitrator's power in such cases shall be limited to
138 reinstatement and the amount of back pay due, if any. The arbitrator shall have no power to
139 award continuing contract status. If the arbitrator's award includes back pay, earnings or
140 compensation received from any sources shall be deducted from the award. Failure to mitigate
141 and/or laches may also be considered as a deduction or set-off.

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143 The decision of the arbitrator, if within the limitations of his/her authority as set forth herein and
144 in Florida Statutes, shall be final and binding. The arbitrator shall not have the power to add to,
145 subtract from, modify, or alter the provisions of this Agreement.

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147 Arbitration shall be confined solely to the facts and/or allegations of the written grievance. The
148 arbitrator shall have no authority to determine any other issue(s). Where an administrator has
149 made a judgment involving the exercise of discretion, the arbitrator shall not substitute the
150 arbitrator's judgment for that of the College. If the arbitrator determines that the Agreement has
151 been violated, the arbitrator shall direct the College to take appropriate corrective action.

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153 The arbitrator shall only have the power to hear or arbitrate grievances which arise under the
154 terms and during the duration of this Agreement.

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156 F. Fees and Expenses of Arbitration. The parties shall share equally the Arbitrator's fees for the
157 arbitration.

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159 G. Burden of Proof. The College shall have the burden of proof by a preponderance of the
160 evidence in all grievances involving the determination of just cause for imposing discipline. In
161 other matters the Burden of Proof shall be on the grievant and/or Union.

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163 H. Files. Grievance materials will be maintained in a file designated by the President and
164 separate from personnel files and in accordance with the Public Records Law. A copy of the
165 arbitrator's written decision shall be placed in the grievant's personnel file.

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167 I. Processing. The filing or pendency of any grievance, or of arbitration proceedings, under
168 this Article shall not operate to impede, preclude, or delay the College from taking the action
169 complained of. In no event shall any faculty member, as a result of a pending grievance, receive
170 compensation following cessation of employment.