

SEMINOLE STATE COLLEGE
PACKAGE PROPOSAL
AUGUST 19, 2011

Article 6 – Union Rights (see attached) ✓

Article 7 – Dues Deductions (see attached) -

Article 18 – Grievance and Arbitration Procedures (see attached)

Three (3) Articles are offered as a package. Rejection of any Article is a Rejection of the package.

ARTICLE 6 UNION RIGHTS

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3 Section 6.1- Facilitation of Faculty Relations

4 A. The Employer shall allow Union representatives time to engage in activities directly relating to
5 grievances and arbitration, provided the time asked for does not interfere with the College's
6 operations. Union representatives shall notify their immediate supervisor(s) of the need for time
7 off for the performance of these activities, and such time shall be limited to no more than six (6)
8 hours to be divided among no more than three (3) representatives per week. Scheduled classes or
9 office hours shall not be disrupted.

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11 Section 6.2 - Access to Information

12 A. During the term of this agreement, the Employer agrees to furnish to the UFF-Seminole,
13 upon written request, information which is in the Employer 's current possession or
14 custody, required to be produced under applicable law, and which is further necessary to
15 enable the UFF-Seminole to fulfill its role as bargaining agent. This article shall not oblige the
16 Employer to make calculations or compilations, but refers only to the right to obtain
17 existing documents upon payment of statutory fees and costs.

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19 B. Upon approval and ratification of the Agreement by the Board and the members of the
20 bargaining unit, the College shall publish to the College's website an electronic copy of the
21 Agreement.

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23 C. The Administration shall, provide to the UFF-Seminole President access to the following
24 information concurrent with its distribution to members of the Board:

25
26 1. The agenda for each regular and special meeting and workshop (other than
27 Collective bargaining workshops) of the District Board of Trustees including all
28 supporting documents and routine faculty personnel recommendations;

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30 2. All budgetary proposals submitted to the Board; and

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32 3. The minutes of each regular and special Board meeting and Board workshop.

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34 D. Upon request by UFF-Seminole President, the College will provide on a regular basis those
35 minutes, reports and other public documents that are not privileged or confidential under
36 applicable law, and which are properly identified. Charges for such documents will be at the rate
37 set out in the Florida Statutes. All requests for information shall be presented to the Office of
38 Legal Affairs.

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41 Section 6.3 - Access to Facilities and Equipment

42 A. UFF-Seminole shall have the right to use College facilities at reasonable times pursuant to the
43 administrative rules, procedures for utilization of College facilities, and facility use rates

44 including completion of necessary College forms. UFF-Seminole may use the College electronic
45 communication system to advise faculty of union meetings, ratification meetings, elections and
46 related matters provided the notices are sent to the College at least five (5) college business days
47 in advance for approval. Commercial, political and inappropriate materials are not permitted.
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50 B. UFF-Seminole shall have the right to use College equipment at reasonable times when such
51 equipment is not otherwise in use. UFF-Seminole shall adhere to the appropriate administrative
52 rules, procedures for utilization of College equipment, and equipment use rates including
53 completion of necessary College forms.
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55 C. When billed, UFF-Seminole shall reimburse the Employer for all costs associated with utilizing a
56 College facility.
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59 D. UFF-Seminole will provide the Office of Legal Affairs with a list of all Union council members
60 and officers who are authorized to request the use of College facilities.
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Tentative Agreement

Michael Moats, UFF

Date

Michael Grogan, SSC

Date

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1 **ARTICLE 7: DUES DEDUCTIONS**

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3 Section 7.1 – Union Dues Deductions

4 A. Pursuant to the provisions of Section 447.303, Florida Statutes, the Seminole State College of
5 Florida District Board of Trustees and the United Faculty of Florida – Seminole State College
6 Chapter hereby agree to the deduction and remittance of UFF-Seminole membership dues and
7 uniform assessments.
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9 B. Procedure. During the term of this Agreement, the College agrees to deduct Union
10 membership dues and uniform assessments, if any, in an amount established by the Union from
11 the pay of those employees in the bargaining unit who individually and voluntarily make such
12 request on a written Check-off Authorization form (CAF) mutually agreed upon and included in
13 the Appendix of this Agreement, as follows:
14

- 15 1. Commencement of Deduction. Deductions will be made beginning with the first pay
16 date commencing at least fourteen (14) calendar days following receipt by the
17 College Human Resources Office of a valid CAF.
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- 19 2. Notice of Changes. UFF-Seminole shall give written notice to the College of any
20 changes in its dues or uniform assessments at least forty-five (45) calendar days prior
21 to the effective date of any such change.
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- 23 3. Remittance. The dues and uniform assessments deducted, if any, shall be remitted by
24 the College to the United Faculty of Florida within thirty (30) calendar days
25 following the end of the pay date. The College will remit to United Faculty of Florida
26 a list of the employees from whose salaries such deductions were made and the
27 amounts deducted for each pay date.
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- 29 4. Termination of Deduction. The College's responsibility for deducting dues and
30 uniform assessments, if any, from an employee's salary shall terminate automatically
31 upon either (1) thirty (30) calendar days following receipt by the College Human
32 Resources Office of a written notification from the employee revoking that
33 employee's authorization of deductions, or (2) the discontinuance of the authorizing
34 employee's status within the bargaining unit. Employees who have a valid CAF filed
35 with the College and whose deductions are discontinued because of a leave without
36 pay shall have their deductions resumed upon return to pay status within the
37 bargaining unit, provided the absence from the unit is less than 180 calendar days.
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39 C. Indemnification: UFF-Seminole assumes responsibility for: (1) all claims against the
40 College, including the cost of defending such actions, arising from their compliance with this
41 Agreement, and (2) all monies deducted under this Agreement and remitted to UFF-Seminole.
42 UFF-Seminole shall promptly refund to the College excess monies received under this
43 Agreement.

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D. Exceptions: The College will not deduct any UFF-Seminole fines, penalties, or special assessments from the pay of any employee.

Tentative Agreement					
_____ Michael Moats United Faculty of Florida		Date	_____ Michael Grogan Seminole State College		Date

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3 **ARTICLE 18: GRIEVANCE AND ARBITRATION PROCEDURES**

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5 **__1 GRIEVANCE PROCEDURE**

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7 **A. Purpose of the Grievance Procedure** - The parties agree prompt and just settlement of
8 grievances is of mutual concern and interest. Therefore, the parties shall attempt to settle all
9 grievances promptly and fairly at the point of origin.

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

13
14 Grievance – an alleged violation of the terms of this Agreement.

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16 Aggrieved or Grievant – any faculty member, group of faculty members or the Union
17 that files a grievance as defined in this article.

18
19 Faculty Member – any member of the bargaining unit.

20
21 Days, Work Days or Working Days – as used in this article, except where the term
22 “calendar days” is used, the term shall mean the College business days in accordance
23 with the Board-approved College calendar.

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25 Respondent – the College or the appropriate administrative official.

26
27 **C. Grievance Procedure**

28 The Union has the right to represent the faculty member, if requested by the faculty member,
29 and/or be present at any step of the Grievance Procedure. All times shall be interpreted
30 as the end of the specified working day. Due to the importance of processing a
31 grievance as rapidly as possible, the number of days indicated at each level should be
32 considered as a maximum, and reasonable effort should be made to expedite the process.

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34 Step 1 – Informal Discussion. A grievant shall first try to resolve the issue by discussing the
35 grievance with his/her immediate supervisor, either directly or through the Union’s
36 designated representative, within twenty (20) days from the date of discovery. The
37 Respondent will render a verbal decision to the faculty member within fifteen (15) days from
38 the date the first discussion was held. In the event the respondent is not available during the
39 twenty (20) days following the alleged violation, the faculty member will meet with the
40 acting supervisor and express his/her intent to pursue the informal discussion procedure.

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42 Step 2 – Written Grievance. If the grievance is not settled at Step 1, the grievant may file
43 the grievance in writing with the Dean of the Department, with a copy to the Union and
44 the Office of Legal Affairs within ten (10) days. The written grievance shall detail the

45 specific articles of the Agreement allegedly violated and the reasons they were allegedly
46 violated. Within ten (10) days after receiving the Step 2 written grievance, the College
47 shall submit a written response to the grievant, with a copy to the Union and the Office
48 of Legal Affairs.
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50 Step 3 – Disposition of Grievance. If the grievance is not settled at Step 2, or if there is
51 no disposition within ten (10) days after receipt of the Step 2 written grievance, the
52 grievant may file the grievance in writing to the Vice President of Academic Affairs, with a
53 copy to the Union and the Office of Legal Affairs. Within five (5) days after receiving
54 the Step 3 written grievance, the Vice President of Academic shall schedule a meeting
55 with the grievant and/or the Union's designated representative, to attempt resolution of the
56 matter. Within five (5) days after the meeting, the College shall submit a written decision to
57 the grievant, with a copy to the Union and the Office of Legal Affairs. Grievances contesting
58 written and/or verbal warnings may not be grieved beyond this step in the grievance process
59 and are not subject to arbitration.
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61 Step 4 – Written Appeal to the College President. If the grievance is not settled at Step 3
62 or if there is no disposition within five (5) days after the date of the meeting, the grievant
63 may request that the Union file, and the Union may file, a written appeal with the College
64 President or his/her designee, with a copy to the Office of Legal Affairs, within 10 days
65 following the receipt of the response under Step 3 or, if no response was received, within ten
66 (10) days of the date the response was due. Within ten (10) days following the date of filing
67 the written grievance with the College President, the College President or his/her designee
68 will meet with the aggrieved person and the Union's designated representative(s), with the
69 objective of resolving the matter. The College President shall have ten (10) days following
70 the date of the meeting to submit a written disposition to the grievant through the Union's
71 grievance chairperson, with copies to the Office of Legal Affairs and to the designated
72 records custodian within the Office of Human Resources.
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74 All time limits set forth in this Section must be adhered to by the grievant and/or the Union.
75 Failure to adhere to the required time limits shall constitute a waiver of the grievance.
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77 .2 ARBITRATION PROCEDURE 78

79 **A. Purpose of the Arbitration Procedure -**

80 When an aggrieved person(s) is not satisfied with the final decision of the formal grievance
81 process, the Union may appeal the grievance to arbitration. The decision to appeal to
82 arbitration will be in writing, addressed to and received by the College President or designee
83 within twenty (20) days after receipt of the College's final action by the aggrieved person(s).
84 Arbitration under this Agreement shall be limited to those grievances processed through the
85 steps of the Grievance Procedure and subject to this Article. The following articles shall be
86 subject to arbitration: Dues Check-off, Faculty Rights, Union Rights and Reduction in
87 Force. This arbitration procedure cannot be used by the Union or any employee to dispute a
88 decision made by the College not to renew the contract of a faculty member on annual
89 contract, or to dispute a decision by the College not to award a continuing contract to a unit

90 employee.
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93 **B. Selection of the Arbitrator** - Within twenty (20) days of receipt by the President of the
94 aggrieved person's notification to appeal to arbitration, the parties shall jointly request in
95 writing, from the Federal Mediation and Conciliation Service, a panel of seven (7)
96 arbitrators. The Union shall strike the first name from the panel; the College shall strike the
97 second name; the Union shall strike the third name; the College shall strike the fourth name;
98 the remaining name shall be designated as the arbitrator and the Federal Mediation and
99 Conciliation Service shall be so notified in writing by the parties.

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101 **C. Authority of the Arbitrator** - The arbitrator shall be limited to the written grievance
102 submitted by the grievant or the Union. In the area of financial awards, the power of the
103 arbitrator shall be limited to cases where the aggrieved person has been judged to have been
104 discharged or suspended without cause and the arbitrator's power in such cases shall be
105 limited to reinstatement and the amount of back pay due, if any. The arbitrator shall have no
106 power to award continuing contract status. If the arbitrator's award includes back pay,
107 earnings or compensation received from any sources shall be deducted from the award
108 Failure to mitigate and/or laches may also be considered as a deduction or set-off.

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

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

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

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123 **D. Conduct of the Hearing** - If it is necessary to hold arbitration proceedings during duty
124 hours, parties to the grievance may be excused from their other College duties for the duration of
125 time they are needed in the proceedings for testimony Each party shall have the right to present
126 evidence, present, cross-examine and/or sequester witnesses, and submit a post-hearing brief.

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129 **E. Disposition** - The arbitrator shall render a decision in writing within 30 days after the close
130 of hearing. If briefs are submitted, the hearing is closed on the date set by the arbitrator for
131 the submission of briefs. However, time limitations may be adjusted by mutual agreement
132 between the parties. The decision of the arbitrator will be made in writing to both parties at
133 the same time. The delivery of the decision will be made by certified mail, return receipt
134 requested.

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- F. Files** – Grievance materials will be maintained in a file designated by the President and separate from personnel files. A copy of the arbitrator’s written decision shall be placed in the grievant’s personnel file.
 - G. Processing** - The filing or pendency of any grievance, or of arbitration proceedings, under this Article shall not operate to impede, preclude, or delay the College from taking the action complained of. In no event shall any faculty member, as a result of a pending grievance, receive compensation following cessation of employment.
 - H. Costs of the Arbitration** – Each party shall be responsible for its own expenses related to any arbitration. The party seeking arbitration shall be responsible for the Arbitrator’s fees for the arbitration.
 - I. Burden of Proof.** The College shall have the Burden of Proof by a preponderance of the evidence in all grievances involving the determination of just cause for imposing discipline. In all other matters the Burden of Proof shall be on the grievant and/or Union.
 - J.** If the grievant and/or the Union has the ability to seek relief for the issues in the grievance in some other forum such as, but not limited to DOAH, PERC, Federal or State Courts the grievant must affirmatively elect to forego such other potential avenues of relief if the grievant or the Union is to proceed to arbitration.