

1 **ARTICLE 11**
2 **GRIEVANCE AND ARBITRATION**
3

4 11.1 – Grievance

5 A. Purpose of the Grievance Procedure. The parties agree that prompt and just settlement of
6 grievances is of mutual concern and interest. Therefore, the parties shall attempt to settle all
7 grievances promptly and fairly at the point of origin. In order to achieve this, the Union and the
8 Administration shall make available to one another all known relevant facts so as to enable the
9 parties to resolve grievances and maintain harmony within the College environment.

10
11 B. Definitions for the Grievance Procedure. The following definitions will be used for the
12 grievance procedure in Article 11 of this Agreement.

- 13
14 1. Grievance – an alleged violation or dispute involving the interpretation or application
15 of the terms of this Agreement.
16 2. Aggrieved or Grievant – any faculty member, group of faculty members or the Union
17 that files a grievance as defined in this Article.
18 3. Faculty Member – any member of the Union or bargaining unit.
19 4. Days, Work Days or Working Days – as used in this Article, except where the term
20 “calendar days” is used, the term shall mean the working days of Monday through
21 Friday, when classes are regularly scheduled in accordance with the Board-approved
22 College calendar.
23 5. Respondent – the College, or the appropriate Administrative official.
24

25 C. Representation. The Union has the right to represent or to not represent a faculty member.
26 The Union has the right to be present at any step of the Grievance Procedure whether or not the
27 Union is representing the faculty member in the process.
28

29 D. Timelines. All timelines shall be interpreted as the end of the specified working day. Due to
30 the importance of processing a grievance as rapidly as possible, the number of days indicated at
31 each level should be considered as a maximum, and every effort should be made to expedite the
32 process.
33

34 E. Exceptions to Grievance and Arbitration. Unless specifically stated otherwise elsewhere in
35 this Agreement, the provisions of this Grievance and Arbitration Article shall apply to the entire
36 Agreement.
37

38 F. Grievance Procedure. A faculty member will have forty-five (45) days from the date when
39 the faculty member has (or, for Class grievances, the Union has) or with the exercise of
40 reasonable diligence the faculty member (or the Union) should have had knowledge of the facts
41 giving rise to the grievance to initiate the written grievance at Step 2 (Step 3 for class action
42 grievances). Failure to initiate the written grievance within the timeframe specified will mean

43 that the grievance cannot be processed. If the faculty member, Union and the Administration are
44 unable to resolve a complaint through informal discussions, the faculty member will notify the
45 Union of his/her intent to initiate the formal grievance procedure at Step 1.

46
47 1. Step 1 – Notice to Respondent (Informal). A grievant shall first discuss the grievance
48 with the immediate supervising administrator, either directly or through the Union’s
49 designated representative, with the objective of resolving the matter in an informal
50 manner.

51
52 2. Step 2 – Written Grievance to Respondent. If the grievance is not settled at Step 1, or
53 if the aggrieved person is not satisfied with the disposition at Step 1, or if there is no
54 disposition within five (5) days after the discussion in Step 1, the grievant may file
55 the grievance in writing to the supervising administrator, with a copy to the Union
56 and the Executive Director of Human Resources. Within five (5) days after receiving
57 the Step 2 written grievance, the respondent shall submit a written response to the
58 grievant, with a copy to the Union and the Executive Director of Human Resources.

59
60 3. Step 3 – Individual/Class Action Grievance.

61
62 a. Individual. If the grievance is not settled at Step 2, or if there is no disposition
63 within five (5) days after receipt of the Step 2 written grievance, the grievant may
64 file the grievance in writing to the respondent’s immediate Administrative
65 Supervisor, with a copy to the Union and the Executive Director of Human
66 Resources. Within five (5) days after receiving the Step 3 written grievance, the
67 respondent’s immediate Administrative Supervisor shall meet with the grievant
68 and/or the Association’s designated representative, with the objective of resolving
69 the matter. Within five (5) days after the meeting, the respondent’s immediate
70 Administrative Supervisor shall submit a written decision to the grievant, with a
71 copy to the Association and the Executive Director of Human Resources.

72
73 b. Class Action. If the Union determines a class action grievance may be
74 warranted, a fact-finding meeting with the Executive Director of Human
75 Resources will be held within ten (10) days of a written request from the Union.
76 The written request must be made within the forty-five (45) day time period set
77 forth in Section C above. The Administration will give a written response within
78 twenty (20) days from the date of the meeting.

79
80 The Union has twenty-one (21) days from the date the written response is
81 received, or, if not received, was due, to file a class action grievance, provided
82 that the class grievance must be filed not later than the forty-five (45) day
83 limitation set forth in the second paragraph under paragraph C, *Grievance*
84 *Procedure*. All class action grievances will be filed at Step 3 with the Union as
85 the grievant (or aggrieved person) and the Executive Director of Human
86 Resources as the respondent. Within five (5) days after receiving the Step 3

87 written class action grievance, the respondent shall schedule a meeting within the
88 next ten (10) days with the Union's designated representative(s) with the
89 objective of resolving the matter.
90

91 Within ten (10) days after the meeting, the respondent shall submit a written
92 decision to the Union representative.
93

- 94 4. Step 4 – Written Appeal to the College President. If the aggrieved person (or Union,
95 if it is a Class grievance) is not satisfied by the Step 3 disposition, or if there is no
96 disposition within five (5) days after the date of the meeting, the grievant may request
97 that the Union file, and the Union may file a written appeal, with the College
98 President or designee (with a copy to the Executive Director of Human Resources) by
99 the tenth (10th) day following the receipt of the response under Step 3, or if no
100 response was received, within ten (10) days of the date the response was due. Within
101 ten (10) days following the date of filing the written grievance with the College
102 President, the College President or designee will meet with the aggrieved person and
103 the Union's designated representative(s), with the objective of resolving the matter.
104 The College President shall have ten (10) days following the date of the meeting to
105 submit a written disposition to the grievant through the Union's Grievance
106 Chairperson, with a copy to the Executive Director of Human Resources.
107

108 If the grievance as defined herein is a direct result of Board actions, the Union may
109 proceed directly to arbitration.
110

111 5. Step 5 – Arbitration.

112 a. Appeal to Arbitration. Any grievance as defined in Article 11 of this
113 Agreement that has been properly processed in a timely manner through the
114 grievance procedure set forth in this Article and that has not been settled at the
115 conclusion of Step 4 may be appealed to arbitration by the Union with written
116 notice of its intent to appeal. Failure to appeal a grievance to arbitration within
117 ten (10) days after receipt of the written answer from the Administration at Step 4
118 of the grievance procedure set forth in this Article of this Agreement shall
119 constitute a waiver of the Union's right to appeal to arbitration, and the written
120 answer of the Administration at Step 4 of the grievance procedure shall be final
121 and binding on the aggrieved employee, the Union and the Administration.
122

123 b. Stipulation and Selection of Arbitrator. Within ten (10) days following the
124 Step 4 disposition of the grievance by the College President in this Article, the
125 Union must submit to the Executive Director of Human Resources a written
126 notice of intent to appeal the grievance to arbitration.
127

128 c. Prior to arbitration, the Union will meet with the College President or designee
129 to stipulate those issues upon which the parties can agree. Not later than ten (10)
130 calendar days after the Union serves the Administration with written notice of

131 intent to appeal a grievance to arbitration, the Union shall request the American
132 Arbitration Association (AAA) to furnish the Administration and the Union a list
133 of seven (7) qualified and impartial arbitrators. Within five (5) calendar days after
134 receipt of that list by the Administration and the Union, the Administration and
135 the Union shall alternately strike names from the list until only one (1) name
136 remains. The order of striking shall be determined by the flip of a coin. The
137 arbitrator whose name remains shall hear the grievance. It will be the
138 responsibility of the Association to inform AAA of the name of the arbitrator
139 selected.

140
141 d. Hearing Before the Arbitrator. The arbitrator shall arrange for any hearing
142 he/she deems necessary as soon as practical after the arbitrator is notified of his
143 selection. The arbitrator shall render a decision in writing by the thirtieth (30th)
144 calendar day after the close of the hearing. If briefs are submitted, the hearing is
145 closed on the date set by the arbitrator for the submission of briefs.

146
147 e. Arbitrator's Jurisdiction – The jurisdiction and authority of the arbitrator and
148 his opinion and award shall be confined exclusively to the interpretation and/or
149 application of the provision(s) of this Agreement at issue between the Union and
150 the Administration. The arbitrator shall have no authority to add to, detract from,
151 alter, amend, or modify any provision of this Agreement; to impose on either
152 party a limitation or obligation not explicitly provided for in this Agreement; or to
153 establish or alter any wage rate or wage structure. The arbitrator shall not hear or
154 decide more than one grievance without the mutual consent of the Administration
155 and the Union. The written award of the arbitrator on the merits of any grievance
156 adjudicated within his jurisdiction and authority shall be final and binding on the
157 aggrieved employee, the Union and the Administration, unless either party
158 contests it before a court of competent jurisdiction as permitted by state law.

159
160 f. Fees and Expenses of Arbitration – The Board and the Union shall each pay
161 one-half (1/2) of the total cost of all arbitrator charges incurred in the arbitration
162 process. However, expenses for witnesses who are not a party to the grievance
163 shall be borne by the party that calls them and any recording costs will be borne
164 by the requesting party(ies). If a transcript is required by the arbitrator, the parties
165 shall split the cost. Copies of the transcript may only be obtained through the
166 Court Reporter. If the transcript is obtained under the Public Records Act, the
167 requesting party agrees to pay the Court Reporter an amount equal to the cost of
168 the transcript.

169
170 G. Written Presentations. The written grievance in the grievance procedure shall set forth the
171 following on the Grievance Form A.

- 172 1. The facts giving rise to the grievance;
- 173 2. the Article(s) of the Agreement allegedly violated by the respondent;

- 174 3. the name(s) of the aggrieved employee(s) unless the grievance is filed as a class
175 action;
176 4. the remedy sought, and;
177 5. the aggrieved person's signature or the signature of the designated Union
178 representative.
179

180 If the Union and the Administration do not agree on a statement of the issue to be heard by the
181 arbitrator under Step 5(b), the issue will be as set forth in this Section D.
182

183 H. Time Limitations. The time limitations set forth in this Article shall be followed by the
184 Administration and the Union. Failure of the Administration to adhere to the time limitations
185 specified at each step will result in the grievance automatically proceeding to the next step.
186 Failure of the Union or aggrieved person to adhere to the time limitations specified at each step
187 will prevent the grievance from being processed to the next step. Moreover, the grievance shall
188 be considered terminated by both the Administration and the Union, with no further appeal being
189 permitted. However, the time limitations in this Article may be adjusted by mutual written
190 agreement between the Union Grievance Chairperson and the Executive Director of Human
191 Resources. The time limitations will be suspended on Board approved College holidays and
192 faculty break periods.
193

194 I. Recognition of Union Representatives. The Administration shall recognize the Grievance
195 Chairperson or his designee as the Union representative for grievances. The Union will advise
196 the Executive Director of Human Resources of the name of the Grievance Chairperson and any
197 changes.
198

199 J. Settlement, Withdrawal or Disposition of Grievances. Any settlement, withdrawal or
200 disposition of a grievance at any step below arbitration in the grievance procedure shall not
201 constitute a binding precedent for a similar grievance.
202

203 K. Documentation. The Union, the aggrieved employee and the Administration become
204 available. Either party may request information from the other party. If either party refuses to
205 divulge any requested information or knowledge related to the grievance that they may have, the
206 refusing party may not offer that information as evidence and, if offered, such evidence will be
207 rejected by the arbitrator.
208

209 L. Reprisals. The Administration shall make no reprisals against employees through action or
210 omission because of their involvement in a grievance procedure.
211

212 M. Class Action. The Union shall have the right to initiate a class action grievance, which is a
213 grievance filed by the Union on behalf of faculty and/or to enforce the provisions of the
214 Agreement, which shall be based on each of the following criteria.

- 215 1. The grievance must affect and raise complaints common to the class;
216 2. due to the number of faculty affected by the grievance, it would be impractical to file
217 individual grievances, and;

218 3. the Union can fairly and adequately protect the interests of the aggrieved faculty
219 and/or enforce the Agreement by filing a class action grievance.
220

221 The Union Grievance Chairperson may file a class action grievance with the Executive Director
222 of Human Resources, which shall be deemed a Step 3 grievance.
223

224 N. This grievance procedure cannot be used by the FUSA or any employee to dispute a decision
225 made by the College not to renew the contract of an employee on annual contract, or to dispute a
226 decision by the College not to award a continuing contract to unit employee, except to the extent
227 that a grievance alleges the failure by the Administration to follow the procedures set forth in this
228 Contract.
229

230 O. If a continuing contract faculty member is suspended, returned to annual contract, or
231 terminated, and the faculty member chooses to appeal the decision under the State Board of
232 Education Rules 6A-14.0411(4), the election of that procedure will be deemed an election of
233 remedies and a permanent waiver of the right to appeal the suspension, return to annual contract
234 or termination under this Article. If the continuing contract faculty member chooses to process
235 the issue of suspension, return to annual contract or termination under Step 5 of this Article, the
236 continuing contract faculty member's choice will be considered an election of remedies
237 consistent with the F.A.C. §6A-14.0411(4) and an appeal cannot be processed under the Florida
238 Administrative Code and Florida Statute Section 120. Nothing in this paragraph will be
239 interpreted to extend the time a faculty member has to file a petition or appeal of such adverse
240 action under the Florida Administrative Code.

Tentative Agreement

Michael Moats
United Faculty of Florida

Date

Michael Grogan
Seminole State College

Date