
ARTICLE 11
GRIEVANCE AND ARBITRATION
11.1 – 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 Union and the Administration shall make available to one another all known relevant facts so as 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.
 2. Aggrieved or Grievant – any faculty member, group of faculty members or the Union that files a grievance as defined in this Article.
 3. Faculty Member – any member of the Union or bargaining unit.
 4. Days, Work Days or Working Days – as used in this Article, except where the term “calendar days” is used, the term shall mean the working days of Monday through Friday, when classes are regularly scheduled in accordance with the Board-approved College calendar.
 5. Respondent – the College, or the appropriate Administrative official.
- C. Grievance Procedure – The Union has the right to represent the faculty member and be present at any step of the Grievance Procedure. All time lines shall be interpreted as the end of the specified working 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.

A faculty member will have forty-five (45) days from the date when the faculty member has (or, for Class grievances, the Union has) or with the exercise of reasonable diligence the faculty member (or the Union) should have had knowledge of the facts giving rise to the grievance to initiate the written grievance at Step 2 (Step 3 for class action grievances). Failure to initiate the grievance within the timeframe specified will mean that the grievance cannot be processed. If the faculty member, Union and the Administration are unable to resolve a complaint through informal discussions, the faculty member will notify the Union of his/her intent to initiate the formal grievance procedure at Step 1.

Step 1 – Notice to Respondent

A grievant shall first discuss the grievance with the respondent, either directly or through the Union’s designated representative, with the objective of resolving the matter.

Step 2 – Written Grievance to Respondent

If the grievance is not settled at Step 1, or if the aggrieved person is not satisfied with the disposition at Step 1, or if there is no disposition within five (5) days after the discussion in Step 1, the grievant may file the grievance in writing to the respondent, with a copy to the Union and the Director of Human Resources. Within five (5) days after receiving the Step 2 written grievance, the respondent shall submit a written response to the grievant, with a copy to the Union and the Director of Human Resources.

Step 3 – Individual/Class Action Grievance

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

b. Class Action – If the Union determines a class action grievance may be warranted, a fact-finding meeting with the Director of Human Resources will be held within ten (10) days of a written request from the Union. The written request must be made within the forty-five (45) day time period set forth in Section C above. The Administration will give a written response within twenty (20) days from the date of the meeting. The Union has twenty-one (21) days from the date the written response is received, or, if not received, was due, to file a class action grievance, provided that the class grievance must be filed not later than the forty-five (45) day limitation set forth in the second paragraph under paragraph C, *Grievance Procedure*. All class action grievances will be filed at Step 3 with the Union as the grievant (or aggrieved person) and the Director of Human Resources as the respondent. Within five (5) days after receiving the Step 3 written class action grievance, the respondent shall schedule a meeting within the next ten (10) days with the Union's designated representative(s) with the objective of resolving the matter. Within ten (10) days after the meeting, the respondent shall submit a written decision to the Union representative.

Step 4 – Written Appeal to the College President

If the aggrieved person (or Union, if it is a Class grievance) is not satisfied by the Step 3 disposition, or if there is no disposition within five (5) days after the date of the meeting, the grievant may request that the Union file, and the Union may file a written appeal, with the College President or designee (with a copy to the Director of Human Resources) by the tenth (10th) day following the receipt of the response under Step 3, or if no response was received, within ten (10) days of the date the response was due. Within ten (10) days following the date of filing the written grievance with the College President, the College President or designee

will meet with the aggrieved person and the Union's designated representative(s), with the objective of resolving the matter. The College President shall have ten (10) days following the date of the meeting to submit a written disposition to the grievant through the Union's Grievance Chairperson, with a copy to the Director of Human Resources.

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

Step 5 – Arbitration

- a. Appeal to Arbitration – Any grievance as defined in Article 11 of this Agreement that has been properly processed in a timely manner through the grievance procedure set forth in this Article and that has not been settled at the conclusion of Step 4 may be appealed to arbitration by the Union with written notice of its intent to appeal. Failure to appeal a grievance to arbitration within ten (10) days after receipt of the written answer from the Administration at Step 4 of the grievance procedure set forth in this Article of this Agreement shall constitute a waiver of the Union's right to appeal to arbitration, and the written answer of the Administration at Step 4 of the grievance procedure shall be final and binding on the aggrieved employee, the Union and the Administration.
- b. Stipulation and Selection of Arbitrator – Within ten (10) days following the Step 4 disposition of the grievance by the College President in this Article, the Union must submit to the Director of Human Resources a written notice of intent to appeal the grievance to arbitration. Prior to arbitration, the Union will meet with the College President or designee to stipulate those issues upon which the parties can agree. Not later than ten (10) calendar days after the Union serves the Administration with written notice of intent to appeal a grievance to arbitration, the Union shall request the American Arbitration Association (AAA) to furnish the Administration and the Union a list of seven (7) qualified and impartial arbitrators. Within five (5) calendar days after receipt of that list by the Administration and the Union, the Administration and the Union shall alternately strike names from the list until only one (1) name remains. The order of striking shall be determined by the flip of a coin. The arbitrator whose name remains shall hear the grievance. It will be the responsibility of the Association to inform AAA of the name of the arbitrator selected.
- c. Hearing Before the Arbitrator – The arbitrator shall arrange for any hearing he/she deems necessary as soon as practical after the arbitrator is notified of his selection. The arbitrator shall render a decision in writing by the thirtieth (30th) calendar day after the close of the hearing. If briefs are submitted, the hearing is closed on the date set by the arbitrator for the submission of briefs.
- d. Arbitrator's Jurisdiction – The jurisdiction and authority of the arbitrator and his opinion and award shall be confined exclusively to the interpretation and/or application of the provision(s) of this Agreement at issue between the Union and the Administration. The arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement; to impose on either party a limitation or obligation not explicitly provided for in this

Agreement; or to establish or alter any wage rate or wage structure. The arbitrator shall not hear or decide more than one grievance without the mutual consent of the Administration and the Union. The written award of the arbitrator on the merits of any grievance adjudicated within his jurisdiction and authority shall be final and binding on the aggrieved employee, the Union and the Administration, unless either party contests it before a court of competent jurisdiction as permitted by state law.

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

D. Written Presentations – The written grievance in the grievance procedure shall set forth the following on the Grievance Form A:

1. the facts giving rise to the grievance;
2. the Article(s) of the Agreement allegedly violated by the respondent;
3. the name(s) of the aggrieved employee(s) unless the grievance is filed as a class action;
4. the remedy sought; and
5. the aggrieved person's signature or the signature of the designated Union representative.

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

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

F. Recognition of Union Representatives – The Administration shall recognize the Grievance Chairperson or his designee as the Union representative for grievances.

The Union will advise the Director of Human Resources of the name of the Grievance Chairperson and any changes.

- G. Settlement, Withdrawal or Disposition of Grievance – Any settlement, withdrawal or disposition of a grievance at any step below arbitration in the grievance procedure shall not constitute a binding precedent for a similar grievance.
- H. Documentation – The Union, the aggrieved employee and the Administration shall provide copies to the other parties of all transcripts (other than the transcript of the arbitration hearing), documents and correspondence relevant to the grievance as they become available. Either party may request information from the other party. If either party refuses to divulge any requested information or knowledge related to the grievance that they may have, the refusing party may not offer that information as evidence and, if offered, such evidence will be rejected by the arbitrator.
- I. Reprisals – The Administration shall make no reprisals against employees through action or omission because of their involvement in a grievance procedure.
- J. Class Action – The Union shall have the right to initiate a class action grievance, which is a grievance filed by the Union on behalf of faculty and/or to enforce the provisions of the Agreement, which shall be based on each of the following criteria:
1. the grievance must affect and raise complaints common to the class;
 2. due to the number of faculty affected by the grievance, it would be impractical to file individual grievances; and
 3. the Union can fairly and adequately protect the interests of the aggrieved faculty and/or enforce the Agreement by filing a class action grievance.

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

- K. This grievance procedure cannot be used by the FUSA or any employee to dispute a decision made by the College not to renew the contract of an employee on annual contract, or to dispute a decision by the College not to award a continuing contract to a unit employee, except to the extent that a grievance alleges the failure by the Administration to follow the procedures set forth in this Contract.
- L. If a continuing contract faculty member is suspended, returned to annual contract, or terminated, and the faculty member chooses to appeal the decision under the State Board of Education Rules 6A-14.0411(4), the election of that procedure will be deemed an election of remedies and a permanent waiver of the right to appeal the suspension, return to annual contract or termination under this Article. If the continuing contract faculty member chooses to process the issue of suspension, return to annual contract or termination under Step 5 of this Article, the continuing contract faculty member's choice will be considered an election of remedies consistent with F.A.C. §6A-14.0411(4) and an appeal cannot be processed under the Florida Administrative Code and Florida Statute Section 120. Nothing in this paragraph will be interpreted to extend the time a faculty member

has to file a petition or appeal of such adverse action under the Florida Administrative Code.