

1-31-20 College Proposal

GRIEVANCE AND ARBITRATION

Section 1: 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 and at as low a level as possible. 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.

Section 2: For purposes of this Agreement, a grievance is defined as an alleged violation or dispute involving the interpretation or application of the terms [of a specific article](#) of this Agreement, excluding any provision expressly excluded from forming the basis of a grievance.

Section 3: For purposes of this article, “days” shall mean working days: Monday through Friday when classes are regularly scheduled to meet in accordance with the Board-approved College calendar.

Section 4: The time limits in this article may be modified by written agreement of the parties. The time limits in this article shall be strictly observed by all parties. The failure by an aggrieved employee to submit, process, or advance the grievance within the time limits set forth in this article shall constitute the waiver of the grievance and result in its dismissal without further right or review or arbitration. Failure by the College or its administrators to timely meet with and issue a written decision at any step shall automatically be considered a denial of the grievance as of the last date for issuing the decision at the applicable step and shall trigger the employee and/or the Union’s time for advancing the grievance to the next step, if desired.

Section 5: Grievances shall be resolved in accordance with the following procedure:

Step 1: The aggrieved employee or employees shall submit the grievance in writing to the employee’s Academic Dean and the Human Resources Department. The grievance must be submitted within twenty days of the alleged violation.

The written grievance must include the following information:

- A. A statement of the grievance and the facts involved.
- B. The remedy requested. The remedy requested may not be expanded at later steps in the grievance process and, if arbitrated, the arbitrator shall not have the authority to provide any remedy not sought in the initial grievance.
- C. The specific article and, if applicable, section number of this Agreement alleged to have been violated. No provision of this Agreement which is expressly excluded from the grievance procedure may be included as the basis of a grievance or a request for arbitration.

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Within 10 days of the submission of the grievance, the Dean will meet with the employee and/or Union representative in an attempt to resolve the issue. Within 10 days of the meeting, the Dean will issue a written decision.

Step 2: If the aggrieved employee or employees is/are dissatisfied with the Dean's resolution of the grievance at Step 1, the aggrieved employee(s) may submit the grievance for resolution to the Vice President of Academic Affairs and the Human Resources Department by submitting a written request to advance the grievance to Step 2 within 10 days of the aggrieved employee's receipt of the Step 1 resolution decision. Within 10 days of the Step 2 submission, the Vice President of Academic Affairs will meet with the employee(s) and attempt to resolve the grievance. Either party may invite a representative to the meeting. Within 10 days of the meeting, the Vice President of Academic Affairs will issue a written decision.

Step 3: If the aggrieved employee or employees is/are dissatisfied with the Vice President of Academic Affairs resolution of the grievance at Step 2, the aggrieved employee(s) may submit the grievance for resolution to the College President and the Human Resources Department by submitting a written request to advance the grievance to Step 3 within 10 days of the aggrieved employee's receipt of the Step 2 resolution decision. The President will evaluate the grievance and may either issue a written response to the grievant or convene a panel to review the grievance. The panel will review the grievance and issue a recommendation to the President for resolution of the grievance. The President will issue a written response to the grievant. Composition of the panel to be agreed upon by the College and the Union.

Step 4: If both parties mutually agree, the matter may be submitted to voluntary mediation at any time after Step 3. A mutual agreement to submit the matter to arbitration shall toll any remaining time to demand arbitration until the mediation is concluded, provided that a unilateral request to mediate shall not extend the time to demand arbitration. The parties may, by written agreement, submit a grievance to mediation will be conducted by a mutually-agreeable mediator or, in the absence of an agreement, to be conducted by a mediator designated by the Federal Mediation and Conciliation Service (FMCS) prior to being submitted to arbitration. The grievant/Union shall notify the College in writing of her/its desire to pursue mediation within six (6) days of receiving the President's Step 3 response. The District shall respond to the request for mediation within three (3) duty days of receiving the written request.

When the parties agree to mediate an issue, the time limits to file for arbitration shall automatically be extended for the period necessary to conclude the mediation process. The timeline for arbitration shall recommence the day after the mediation concludes having failed to reach a settlement.

A. Within six (6) days following the agreement of mediation, the grievant/Association shall notify FMCS. The mediation conference shall be scheduled within 30 days and at a mutually convenient location and time.

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- B. The mediator shall have the authority to meet separately with either party, but shall not have the authority to compel the resolution of a grievance. Either party retains the right to declare an impasse in the mediation at any time and for any reason.
- C. Proceedings before the mediator shall be informal in nature. There shall be no formal evidence rules. No transcript or record of the mediation conference shall be made. The parties' respective notes or other mediation-related documentation shall be confidential and shall not be admissible in any arbitration or any other grievance proceedings. ~~The mediator shall attempt to assure that all necessary facts and considerations are revealed to him/her.~~
- D. Written material presented to the mediator shall be returned to the party presenting that material at the termination of the mediation conference, except that the mediator may retain one copy of the written grievance solely for the purpose of statistical analysis.
- E. Resolution through such mediation shall be reduced to writing and signed by all parties to the grievance.

Section 6:

Arbitration: If the Union is dissatisfied with the President's resolution of the grievance, it may request that the matter be submitted to arbitration. Bargaining unit employees may not submit a grievance to arbitration, except in circumstances where the employee is not a member of the Union and the Union elects not to pursue arbitration on the employee's behalf because of that membership status. To be timely and effective, any request for arbitration must be requested in writing to the President within 10 days of the President's decision, unless extended by mutual consent.

Unless the parties mutually agree on an arbitrator to hear the grievance, within 10 days of the request for arbitration the Union will request a seven-member panel of potential arbitrators from the Federal Mediation and Conciliation Service. The Union will specifically request a Metropolitan panel of arbitrators from the Central Florida area, and all panel members must have a current Florida residence for the panel to be valid. Once the panel is received, the Union and the College shall alternate striking members from the panel until only one member remains. The party requesting arbitration shall strike first. The panel member remaining shall be the arbitrator.

The arbitrator is authorized only to decide the specific grievance submitted at Step 1 of the grievance process. The arbitrator shall in no way alter, amend or modify the terms of this Agreement. Under no circumstances may the arbitrator award any back pay, wages, benefits, or monetary relief of any type for any period more than ~~ten~~ 45 calendar days before the date the grievance was submitted at Step 1. The arbitrator shall have no authority to award continuing contract status or to renew an annual contract. The burden of proof shall be on the party who filed the grievance.

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To encourage the prompt and amicable resolution of grievances, no agreement or compromise of a grievance may be introduced as evidence, or relied on as precedent, in any arbitration of a subsequent grievance.

The arbitrator's fee and expenses shall be shared equally by both parties. If either party elects to have the arbitration transcribed by a court reporter, the parties agree to split the court reporter's appearance fee and transcript cost equally. Expenses associated with any witnesses, including expert witnesses, shall be borne solely by the party calling the witness. Notwithstanding any contrary provision of law, each party shall bear the cost of their own attorneys' fees and expenses. Under no circumstances will either party be ordered to pay the attorneys' fees of the opposing party.