

UFF-LSSC Counter Proposal

Session 3

July 25, 2019

Article 1        Recognition

The Board of Trustees of Lake-Sumter State College, hereinafter referred to as “the Administration,” recognizes the United Faculty of Florida, hereinafter referred to as “the Union,” as the exclusive collective bargaining representative for those faculty ~~members~~ positions certified by the Public Employee Relations Commission Certification No. 1943, issued October 18, 2018, in all matters concerning wages, hours, and terms and conditions of employment and other mutually agreeable subjects of collective bargaining. ~~The Union recognizes the College President as authorized representative of the College for purposes of collective bargaining and the resolution of grievances and disputes. As such, the Union agrees to refrain from negotiating directly with the Board of Trustees as to collective bargaining or the handling of grievances and disputes. This article shall not form the basis for an alleged grievance, and neither party shall be required to process any grievance asserting this article as its basis.~~

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Article 3.2      Supremacy and Severability

**Section 1.**      This Agreement shall supersede any prior agreements between the parties and any rules, regulations, policies, practices, or procedures with which it may conflict.

**Section 2.**      If this Agreement or any of its terms is determined by a court of competent jurisdiction to be in conflict with applicable law, that portion of this Agreement shall be null and void, but the remainder of this Agreement shall remain in full force and effect.

Section 3.      At the request of either party, should any Article of this Agreement be rendered invalid as described above, it shall be renegotiated in accordance Chapter 447 of the Florida Statutes.

**Section 4.**      The parties shall comply with all federal, state and local laws/ordinances, including the Florida Administrative Code, and shall comply with the U.S. and Florida Constitutions

**Article 3.4      Waiver**

Failure of either party to require strict performance by the other party of any provision of this Agreement shall not affect the requirement to comply with that provision at any other time, nor shall the waiver of a breach of any provision of this Agreement be construed as a waiver of an alleged breach of that provision at any other time.

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Article 3.5 Non-Discrimination

A. All references in this Agreement to employees of the any gender are used for convenience only and shall be construed to include employees of both male and female employees any genders.

B. The right of the employees to belong to, participate in, or refrain from belonging to the Union shall not be prohibited, abridged or subjected to interference. The Administration shall not discriminate against any employee covered by this Agreement on account of Union membership or activity in support of the Union.

C. Neither the Union nor the Employer will not discriminate against bargaining unit employees with regard to its representation of bargaining unit employees, nor with regard to terms and conditions of Union membership, because of race, color, religion, sex/gender, gender identity, sexual orientation, age, disability, genetic information, ethnicity, national origin, or marital status. based on race, color, religion, national origin, sex, age, disability, marital status, veteran status, economic status, sexual orientation, gender identity, or political views.

~~Any employee who contends that this section has been violated may elect to pursue either (1) a grievance under this Agreement, or (2) the applicable administrative charge and/or judicial action, but not both. either a grievance or administrative/judicial action has been initiated, the Union and employee are precluded from pursuing any other remedy or procedure, regardless of the outcome of the proceeding initially elected.~~

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Article 3.6      Contract Distribution

The Administration College will publish an electronic version of the Agreement on its website.

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**Article XIV      Management Rights**

It is the right of the Employer to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the right of the Board to direct its employees, take disciplinary action for proper cause, and relieve its employees from duty because of lack of work or for other legitimate reasons.

The exercise of the above rights shall not preclude faculty of the College or the Union from raising grievances should decisions on the above matters violate the terms of this collective bargaining agreement or impact mandatory subjects of bargaining. Furthermore, nothing in this Article shall be construed as limiting the Union's right to bargain the impacts of decisions made within the scope of management rights on wages, hours, and terms and conditions of employment.

## Article V. Grievance and Arbitration

### Section 1. Purpose

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.

The parties may use mediation after Level II and before Level III. Both parties must consent to mediation.  
Requests to mediate must be made before close of business on the final day the notice to arbitrate is due.  
Upon the receipt of the request to mediate, the deadline to notify of the intent to arbitrate is held in abeyance. The deadline to issue a notice of intent to arbitrate is held in abeyance until either

- a) the parties conclude mediation, but fail to reach a settlement
- b) the other party denies the request to mediate within 5 days of it being issued. Failure to respond in a timely fashion shall constitute consent to mediate.

Mediation will be conducted through the Federal Mediation and Conciliation Service. Once both parties agree to mediation, timelines for grievance and arbitration will be held in abeyance and will remain so until mediation session concludes.

No complaint informally resolved, or grievance resolved at either Level 1 or 2 or through mediation shall constitute a precedent for any purpose unless agreed to in writing by the Employer or representatives and the Union, acting through its president or representative(s).

### Section 2. Definitions

Definitions for the Procedure - The following definitions will be used for the grievance procedure in Article V (Five) of this Agreement:

- A. Grievance - an alleged violation or dispute involving the interpretation or application of the terms of this Agreement.
- B. Aggrieved or Grievant - any faculty member, group of faculty members, or the Union that files a grievance as defined in this Article.
- C. Grievance Form – the form provided in Appendix 1 to be used for all filings, responses, and escalations of grievances.
- D. Representative – an individual designated by the Union to represent and act for and on behalf of the grievant throughout the grievance procedure. The grievant may change the designated representative upon written notice to the administration and to UFF-Lake Sumter State College.
- E. Moving party – the Administration when the grievance challenges discipline, the Union otherwise.

### Section 3. Process

A. Informal step: Within twenty (20) days of the alleged violation, a grievant shall notify his immediate supervisor in writing, which may be by e-mail, of his grievance and request for an informal resolution. If not satisfied at the outcome of the informal discussion, the grievant may file a formal Level I grievance with their immediate supervisor within ten (10) days of the date of the informal discussion.

B. Level I: upon receipt of the grievance form, the immediate supervisor shall have ten (10) days to provide a written disposition to the grievant sustaining or denying the grievance. If not satisfied at the outcome of Level I, the grievant may appeal the decision by filing a Level II grievance with the Administration, with a Vice President, within ten (10) days of the date of receipt of the Level I written disposition.

C. Level II: upon receipt of the grievance form, president or his/her designee shall have ten (10) days to meet with the grievant and his/her representative to discuss the appeal. The President or his/her designee shall then have ten (10) days to provide a written disposition sustaining or denying the grievance. If not satisfied at the outcome of Level II, the Union may escalate to Level III (arbitration) within fifteen (15) days of the date of receipt of the Level II written disposition.

D. Level III: The final step of this grievance procedure is arbitration before a neutral third-party. Arbitrators shall be eligible to be selected for the college panel provided they on the FCMS and/or AAA roster of arbitrators.

1. Filing. If a grievance has not been satisfactorily resolved at Step 2, the Union may, upon the request of the grievant, proceed to arbitration by filing a written notice of the intent to do so (**Appendix to be determined**). Notice of intent to proceed to arbitration must be filed at the appropriate party within fifteen (15) days after receipt of the Step 2 decision by grievant's Step 2 representative and must be signed by the grievant and a UFF-LSSC representative. Fifteen (15) days shall be determined by the date of mailing as indicated on the email to the appropriate LSSC party. The grievance may be withdrawn at any time by the grievant or by the union President, or President's designee at any point during Step 3. The parties shall stipulate to the issue(s) prior to the arbitration hearing. In the event a stipulation is not reached, the parties shall proceed to a hearing on arbitrability pursuant to Article V, Section F.

2. Selection of Arbitrator.

a. Representatives of the Employer and the Union shall meet within ninety (90) days after the execution of this Agreement to select an Arbitration Panel of seven (7) members. Each party shall submit six (6) arbitrators to create a selection list, from which the parties may mutually agree to, or alternatively strike names until they, select the Arbitration Panel. The right of the first choice to strike shall be determined by a coinflip. The Arbitration Panel shall be operative until a successor Agreement is ratified.

b. The parties shall either mutually agree upon the arbitrator charged with hearing any grievance, or select the arbitrator from the Arbitration Panel as set forth above. A mutually agreed upon arbitrator does not need to be a member of the Arbitration Panel. In

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the event the parties cannot mutually agree upon an arbitrator, and no later than fourteen (14) days after receipt of a notice of intent to arbitrate, the parties shall confer for the purpose of selecting an arbitrator from the panel. The parties shall alternatively strike names from the list until one name remains. The right of the first choice to strike shall be determined by a coinflip.

E. Once an arbitrator is selected, ~~the arbitration will proceed in accordance with reasonable requests and orders of the arbitrator.~~ The hearing shall be scheduled as soon as practicable and shall be held within either Lake or Sumter County, Florida, unless the parties mutually agree otherwise. The moving party shall be the first to present its case. Release time shall be granted to the grievant and any witnesses called by the Union.

F. Issues of arbitrability must be raised within ten (10) days of the arbitrator's official appointment. When possible, the arbitrator shall conduct a hearing via conference call to determine arbitrability and shall issue a decision on arbitrability within fifteen (15) days. The fifteen (15) day timeframe may be extended by mutual agreement of the parties. If the grievance is deemed not arbitrable, it shall be referred to the parties without decision or recommendation on its merits.

G. The arbitrator shall have no power to add to, subtract from, modify, or alter the terms of this Agreement. The arbitrator's jurisdiction shall be over the application and interpretation of this Collective Bargaining Agreement and documents referenced herein with respect to the issues submitted for arbitration. The arbitrator's decision shall be final and binding upon the parties.

H. All fees and expenses mutually incurred pursuant to arbitration shall be equally shared by the parties. Each party shall itself bear the costs of preparing and presenting its case.