

## **ARTICLE 8 - GRIEVANCE AND ARBITRATION PROCEDURE**

1. In a mutual effort to provide a harmonious working relationship between the parties to this Agreement, it is agreed and understood that there shall be a procedure for the resolution of grievances. Grievances are defined as differences involving the application or interpretation of this Agreement. The grievance procedure is not available for settlement of complaints where the grievant does not assert a violation of some specific provision or provisions of this Agreement. Nothing in this article shall require the Union to process grievances for bargaining unit members who are not members of the Union.
2. The grievance procedure cannot be used by the Union or any employee to dispute a decision 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.
3. Time is considered to be of the essence for purposes of this Article. Accordingly, any grievance not submitted or processed by the grieving party in accordance with the time limits provided below shall be considered conclusively abandoned. Any grievance not answered by the College within the time limits provided below will automatically advance to the next higher step of the grievance procedure. Time limits may be extended only by written mutual consent of the parties.

Grievances shall be presented in the following manner:

Step 1: In the event an employee covered by this Agreement believes that there is a basis for a grievance, as that term is defined above, he/she may, within ten (10) working days of the events which gave rise to the alleged grievance, reduce the grievance to writing and submit it to the Dean or Director, with a copy provided to Human Resources. The grievance shall be signed by the employee and shall state: (a) the date of the alleged events which gave rise to the grievance; (b) the specific Article or Articles and paragraphs of this Agreement allegedly violated; (c) the facts pertaining to or giving rise to the alleged grievance; and (d) the specific relief requested. The Dean or Director shall, within fourteen (14) working days after presentation of the grievance, render his/her decision on the grievance in writing to the grievant and the Union.

Step 2: If the grievance is not resolved at Step 1, or if no written disposition is made within the Step 1 time limits, the grievant shall have the right to appeal the Step 1 decision to the Provost or his/her designee within ten (10) working days of the due date of the Step 1 response. Such appeal must be accompanied by a copy of the original written grievance, and the written decision of the Dean or Director, if provided, together with a signed request from the grievant requesting that the Step 1 decision be reversed or modified. The Provost or his/her designee may conduct a meeting with the grievant and the grievant's Union representative, if agreed upon by the parties. The Provost or his/her designee shall, within

fourteen (14) working days after the presentation of the grievance (or meeting, if conducted), render his/her decision on the grievance in writing to the grievant and the Union.

Step 3: If the grievance is not resolved at Step 2, or if no written disposition is made within the Step 2 time limits, the grievant shall have the right to appeal the Step 2 decision to the President or his/her designee within ten (10) working days of the date of the issuance of the Step 2 decision. Such appeal must be accompanied by the filing of a copy of the original written grievance, and the written decision of the Provost, together with a request signed by the grievant or their representative requesting that the Step 2 decision be reversed or modified. The President or his/her designee may conduct a meeting with the grievant and the grievant's Union representative, if agreed upon by the parties. The President or his/her designee shall, within twenty-one (21) working days after the presentation of the grievance (or meeting, if conducted), render his/her decision in writing to the grievant and the Union.

4. Where a grievance is general in nature in that it applies to a number of employees rather than a single employee, or if the grievance is directly between the Union and the College, such grievance shall be presented in writing directly to the Provost within ten (10) working days of the occurrence of the event(s) which gave rise to the grievance. The grievance shall be in writing and shall be signed by the grievant or by the Union representative. The written grievance shall contain the detailed information set forth in Step 1 above. Any further processing of such grievances shall adhere to Step 3 of this Agreement.
5. In the event a grievance processed through the grievance procedure has not been resolved at Step 3 above, the grievant may request that the grievance be submitted to arbitration within fourteen (14) working days after the President renders a written decision on the grievance. The arbitrator may be any impartial person mutually agreed upon by and between the parties. The party requesting arbitration shall request the American Arbitration Association to furnish a panel of seven (7) names from which each party shall have the option of striking three (3) names in alternating fashion, thus leaving the seventh (7th) name, which will give a neutral or impartial arbitrator. Each party may reject two (2) panels.
6. Any grievance filed without the assistance of the Union may proceed to Step 3, however, only the Union shall have the authority to authorize that a grievance proceed to arbitration. Such authorization must be in writing to the College.
7. Bargaining unit members, including Union representatives and officers, shall not permit the investigation or processing of grievances to interfere with their normal work responsibilities. Time spent in such activities shall be outside regular working hours and shall not be counted as time worked.

8. The College and the Union shall mutually agree in writing as to the statement of the grievance to be arbitrated prior to the arbitration hearing and the arbitrator, thereafter, shall confine his/her decision to the particular grievance thus specified. In the event the parties fail to agree on the statement of the grievance to be submitted to the arbitrator, the arbitrator will confine his/her consideration and determination to the written statement of the grievance presented in Step 1 of the grievance procedure. The arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or amendment thereto. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration or which is not a grievance as defined in this Agreement; nor shall this Agreement be construed by the arbitrator to supersede applicable state and federal laws. The arbitrator shall have no power to change any policy or rule of the College.
9. The arbitrator may not issue declaratory opinions and shall confine himself/herself exclusively to the question which is presented to him/her, which question must be actual and existing. The arbitrator's decision shall be confined solely to the application and/or interpretation of this Agreement and its referenced documents and the precise issue(s) submitted for arbitration. The arbitrator shall refrain from issuing any statements of opinion or conclusions not essential to the determination of the issues submitted. The standard of proof in all cases will be by a preponderance of the evidence.
10. An arbitrator's award may or may not be retroactive as the equities of each case may demand.
11. Issues of arbitrability shall be bifurcated from the substantive issue(s) and, whenever possible, determined by means of a hearing conducted by conference call. The arbitrator shall have ten (10) working days from the hearing to render a decision on arbitrability. If the issue is judged to be arbitrable, an arbitrator shall then be selected to hear the substantive issue(s). By mutual consent of the College and the Union, the same arbitrator may preside over both the issue of arbitrability and the substantive issue(s).
12. Each party shall bear the expense of its own witnesses and of its own representatives for purposes of the arbitration hearing. The impartial arbitrator's fee and related expense and expenses of obtaining a hearing room, if any, shall be equally divided between the parties. Any party desiring a transcript of the hearing shall bear the cost of such transcript unless both parties mutually agree to share the cost.
13. Except to the extent that such award is contrary to law or the provisions of this Agreement, the arbitrator's award shall be final and binding on the parties. Either party may, however, seek review of the arbitrator's award in the Circuit Court, in accordance with Chapter 682, Florida Statutes.
14. Unless otherwise agreed to by both parties, grievances under this Agreement shall be processed separately and individually. Accordingly, only one (1) grievance shall be submitted to an arbitrator for decision in any given case. Settlement of grievances before the issuance of an arbitration award shall not constitute a precedent or an admission that this Agreement has been violated.

15. If an annual contract Faculty member is terminated or suspended without pay during the term of an annual contract, the Faculty member may grieve pursuant to this Article.
16. If a continuing contract Faculty member is terminated, suspended without pay or returned to annual contract, the Faculty member may choose to proceed to arbitration pursuant to this Article or to appeal the decision under Chapter 120, Florida Statutes. The election of the Chapter 120 procedure will be deemed an election of remedies and a permanent waiver of the right to appeal the suspension or termination under this Article. If the Faculty member chooses to process the actions identified in this paragraph under this Article, the Faculty member's choice will be considered an election of remedies and an appeal cannot be processed under Chapter 120, Florida Statutes. Consistent with paragraph 2 above, no Faculty member may use this grievance procedure or procedure under Chapter 120, Florida Statutes, to dispute a decision by the College not to renew an annual contract, or to dispute a decision by the College not to award a continuing contract.