

Miami-Dade County, Florida/Public Health Trust and  
Service Employees International Union Local 1991  
Negotiations  
Union Proposal  
October 1, 2026

ATTENDING PHYSICIAN

**ARTICLE VIII - ARBITRATION**

If the Union is not satisfied with the reply to in step 2 of the grievance procedure, the Union shall have ninety (90) calendar days after receipt thereof to request arbitration. The parties agree to attempt to find an attending physician arbitrator. If the parties cannot agree upon an impartial arbitrator within ten (10) days, the parties shall request a list of seven (7) arbitrators from FMCS or AAA. The parties shall each strike from said list, alternately, three (3) names, after determining the first strike by lot, and the remaining name shall be the arbitrator. Except in the case of arbitrations arising from discipline related to patient care, the arbitrator shall promptly conduct the hearing on the grievance at which both parties shall be permitted to present their evidence and arguments.

Before any arbitration involving discipline arising from an alleged failure to deliver appropriate patient care is scheduled, the parties shall first comply with the following procedure. The parties shall select a panel of three doctors with expertise in the relevant area to conduct a fact-finding hearing. One member of the panel shall be selected by the union, one by the PHT and the third by the first two members. The panel shall conduct a hearing and make a final decision within thirty (30) days after the close of the hearing regarding the appropriateness of the care provided. The panel's decision shall be binding in any subsequent arbitration and the arbitrator shall have no authority to substitute his or her judgment for the medical judgment of the panel. The arbitrator shall, however, have the authority to otherwise determine whether the discipline was in accordance with the contract. The cost of the panel shall be divided between the parties.

The arbitrator shall limit his opinion to the interpretation or application of this Agreement and shall have no power to amend, modify, nullify, ignore or add to the provisions of this Agreement. The decision of the arbitrator shall be rendered in writing no later than thirty (30) days after the conclusion of the hearing, and such decision shall be final and binding.

Each party will pay its own expenses and shall share equally in expenses incurred mutually in arbitration including the cost of the transcript, if mutually requested. Employees required to testify will be made available without loss of pay; however, whenever possible they shall be placed on call to minimize time lost from work and, unless directly required to assist the principal Union Representative in the presentation of the case, they shall return to work upon completion of their testimony. The intent of the parties is to minimize time lost from work and disruption of patient care.

The arbitrator shall limit his/her opinion to the interpretation or application of this Agreement and shall have no power to amend, modify, nullify, ignore or add to the provisions of this Agreement.

Grievances, as defined, may be submitted regarding the matters contained in the Agreement or arising from conditions of employment, but shall not be allowed on credential matters.

Reprimands and determinations under Article XIV Employment Practices, and Job Specification Language are not arbitrable.

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For the PHT

For the Union