

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

PROFESSIONALS

ARTICLE VIII - ARBITRATION

If the Union is not satisfied with the reply of the grievance, the Union shall have ninety (90) calendar days after receipt thereof to request arbitration. The Union's request shall be submitted to the Employee/Labor Relations Department with a copy of the applicable grievance. 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. The arbitrator shall promptly conduct the hearing on the grievance at which both parties shall be permitted to present their evidence and arguments. 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.

Reprimands and determinations under Article XV (Employment Practices), Section 4 (Classification Appeal), and Section 15, B, C, D (Job Specification Language) are not arbitrable.

For the PHT

For the Union