

## Appendix F

### University of South Florida and United Faculty of Florida Exclusive Assignment Dispute Resolution Procedure

#### F.1 Exclusive Method

The University of South Florida and the United Faculty of Florida agree to the following procedure as the exclusive method of resolving disputes under Article 9.3, of the Agreement which allege that an employee's assignment has been imposed arbitrarily or unreasonably.

An employee who alleges that the assignment has been imposed arbitrarily or unreasonably may file a grievance under Article 20 of the USF/UFF Agreement only to enforce the exclusive Assignment Dispute Resolution (ADR) procedure delineated below, not to seek a determination as to whether an assignment has been arbitrarily or unreasonably imposed.

#### F.2 Time Limits

The dispute shall not be processed unless it is filed within thirty (30) days after the receipt of the assignment by the employee. If the employee's assignment begins prior to final resolution of the dispute, the employee shall perform the assignment until the matter is finally resolved under these procedures.

All time limits contained herein may be extended by mutual agreement of the university and the UFF representative. Upon failure of the employee's UFF representative to comply with the time limits herein, the dispute shall be deemed to have been finally determined at the prior step.

All references to "days" herein refers to "calendar days." The "end of the day" shall refer to the end of the business day, i.e., 5:00 p.m.

#### F.3 Assignment Dispute Resolution Procedures

An employee who believes that the assignment has been imposed arbitrarily or unreasonably shall, within thirty (30) days after receipt of the assignment, file Part 1 of the ADR Form with the individual responsible for making the assignment. The filing of the ADR Form shall be accompanied by a brief and concise statement of the employee's arguments, and any relevant documentation supporting the employee's position. This documentation shall be placed in a file entitled "Employee's Assignment Dispute Resolution File," which shall be kept separate from the employee's personnel evaluation file. Additional documentation shall not be considered in the ADR process except by agreement of the President's representative unless it is documentation that the employee requested from the university prior to the conference held pursuant to (b) below, but did not receive before such conference.

Within four (4) days of receipt of the ADR Form, the individual responsible for making the assignment shall meet with the employee and discuss the dispute. Within twenty-four (24) hours after this conference, such individual shall complete Part 1 of the ADR Form and deliver it to the employee.

If the employee continues to be aggrieved following the initial conference, the employee shall file the ADR Form, with Part 1 completed, with the Dean or other appropriate administrator no later than four (4) days after the initial conference.

The UFF representative shall schedule a meeting with the Dean or other appropriate administrator to be held no later than four (4) days after filing the ADR Form with the Dean or other appropriate administrator. At this meeting, the employee, the UFF representative, and the Dean or appropriate administrator shall discuss the dispute and attempt to resolve it. Within twenty-four (24) hours after the conclusion of this meeting, the Dean or appropriate administrator shall complete Part 2 of the ADR Form and deliver it to the UFF representative.

If consultation with the Dean or appropriate administrator does not resolve the matter, the UFF representative may file, within four (4) days of that meeting, Part 3 of the ADR Form (with supporting documentation) with the President's representative, indicating an intention to submit the dispute to a Neutral Umpire.

Within seven (7) days of receipt of the completed ADR Form and other documentation, the President's representative may place a written explanation, brief statement of the University's position, a list of expected witnesses, and other relevant documentation in the employee's ADR File. As soon as practicable thereafter, a copy of all documents placed in the employee's ADR File shall be presented to the UFF representative, who shall place a list of the employee's expected witnesses into the file.

At the time that the completed ADR Form is submitted to the President's representative, the UFF representative shall schedule a meeting with the President's representative for the purpose of selecting a Neutral Umpire from the Neutral Umpire Panel. This meeting shall be scheduled for no later than seven (7) days after filing of the completed ADR Form. Selection of the Neutral Umpire shall be by mutual agreement or by alternatively striking names from the Neutral Umpire Panel list until one name remains. The right of first choice to strike from the list shall be determined by the toss of a coin. The right to strike first shall alternate in any subsequent Neutral Umpire selection.

The President's representative shall contact the selected Umpire no later than three (3) days following the selection. Should the Umpire selected be unable to serve, the President's representative shall contact the UFF representative as soon as practicable and schedule another selection meeting.

Upon the agreement of the Neutral Umpire to participate, the President's representative shall provide the Umpire with the employee's ADR File.

The ADR Meeting shall be scheduled as soon as practicable after the Neutral Umpire has received the employee's ADR File. The President's representative shall notify the UFF representative of the time and place of the ADR Meeting no later than forty-eight (48) hours prior to it being convened.

No person concerned with or involved in the assignment dispute shall attempt to lobby or otherwise influence the decision of the Umpire.

The ADR Meeting shall be conducted as follows:

(1). The employee, or a UFF representative, and a representative of the President shall be the sole representatives of the parties. Each representative may present documentary evidence from the employee's ADR File, interrogate witnesses, offer arguments, cross-examine witnesses, and have present at the meeting one individual to assist in the presentation of the representative's case.

(2). The Neutral Umpire will conduct and have total authority at the ADR Meeting. The Neutral Umpire may conduct the ADR Meeting in whatever fashion, consistent with this Agreement that will aid in arriving at a just decision.

(3). The Umpire shall submit to all parties on Part 4 of the ADR Form within forty-eight (48) hours after the close of the ADR Meeting a written, binding decision as to whether the assignment was imposed arbitrarily or unreasonably. The decision shall include the reasons for the Umpire's determination.

(4). If the Umpire decides that the employee's assignment was imposed arbitrarily or unreasonably, the Umpire shall state an appropriate remedy. The decision or award of the Umpire shall be final and binding upon the University, the UFF, and the grievant, provided that either party may appeal to an appropriate court of law a decision that was rendered by the arbitrator acting outside of or beyond the arbitrator's jurisdiction, pursuant to Section 682.13, Florida Statutes. ~~may also suggest an appropriate remedy. This suggestion is not binding on the university but shall be used by the President or President's designee in fashioning an appropriate remedy.~~

#### F.4 Neutral Umpire Panel

The President's representative and the UFF representative shall meet within two (2) weeks of the ratification of this Agreement for the purpose of selecting an odd-numbered Neutral Umpire Panel. The Panel shall consist of no less than five (5) and no more than nine (9) individuals, not employed by the University, USF Board or the Board of Governors, who meet the following qualifications:

- (1). familiarity with academic assignments;
- (2). an ability to serve as Neutral Umpire on short notice;
- (3). a willingness to serve on the Panel for one academic year; and
- (4). acceptability to both the University and the UFF.

The President's representative and the UFF representative are encouraged to select educators from other institutions in the area, fully retired faculty and administrators, and professional mediators and arbitrators, to be on the Neutral Umpire Panel.

Panel membership may be reviewed, at the initiation of the University or the UFF, through written notice provided before the end of the preceding fiscal year.

F.5 Expenses. All fees and costs of the Neutral Umpire shall be borne equally by the University and the UFF.