

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

H.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 regarding faculty assignments, 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.~~

An employee who ~~disagrees with an~~ alleges that the assignment ~~violates the CBA has been imposed arbitrarily or unreasonably~~ may file ~~an assignment grievance under dispute under~~ Appendix F. ~~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.~~

H.2 Time Limits

The dispute shall not be processed unless it is filed within thirty (30) days after ~~the written~~ receipt of the ~~written~~ 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.

~~Except for the initial filing deadline, 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.

H.3 Assignment Dispute Resolution Procedures

- a. Time is usually of the essence in assignment dispute resolution. Therefore, an employee who believes that ~~disagrees with~~ the assignment ~~violates the CBA has been imposed arbitrarily or unreasonably shall~~ will, within thirty (30) days after receipt of the assignment, file Part 1A of the ADR Form with the President's ADR representative, with a copy to the UFF representative and a copy to the individual responsible for making the assignment.
- b. 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 ADR 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.
- c. Within two (2) weeks of the filing of the ADR form, the President's ADR representative shall coordinate a meeting with the employee, the Dean or the Dean's representative,

and the UFF representative to address the concerns identified in the employee's ADR Form. If the dispute is resolved as a result of this meeting, the President's ADR representative will document the resolution in writing and deliver it to the employee, the Dean (or representative) and the UFF representative. If consultation with the Dean or appropriate administrator does not resolve the matter, the UFF representative may file, within seven (7) days of that meeting, Part 2 of the ADR Form (with supporting documentation) with the President's ADR representative seeking final consideration, ~~indicating an intention to submit the dispute to a Neutral Umpire.~~

- d. Within seven (7) days of ~~receipt of the~~ receiving the fully completed ~~the~~ ADR Form ~~fully completed~~ and other documentation, the President's ADR representative may place in the employee's ADR file a written explanation, brief statement of the University's final position, the name of any employee with factual knowledge relevant to the dispute and a description of such employee's factual knowledge, and other relevant documentation presented at the ADR meeting. ~~As soon as practicable thereafter,~~ This will conclude the ADR process and a copy of all documents will be placed in the employee's ADR File and delivered ~~shall be presented~~ to the UFF representative, who may also place in the ADR File a written explanation and brief statement of the employee's position, as well as the name of any employee with factual knowledge relevant to the dispute and a description of such employee's factual knowledge.

~~e. Within the same seven (7) days after receipt of the ADR Form fully completed, the President's representative and the UFF representative shall meet for the purpose of selecting a Neutral Umpire from the Neutral Umpire Panel. 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.~~

~~f. 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.~~

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

~~h. The Neutral Umpire ADR Meeting shall be scheduled as soon as practicable after the Neutral Umpire has received the employee's ADR File. The President's ADR 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.~~

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

~~j. The Neutral Umpire 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 to the Neutral Umpire 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 the Umpire deems will aid in arriving at a just decision, consistent with this Agreement. The Neutral Umpire will determine whether any of the factual witnesses identified by either parties will testify at the ADR Meeting.~~

~~(3) The Neutral Umpire shall submit to all parties on Part 3 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 Neutral Umpire decides that the employee's assignment was imposed arbitrarily or unreasonably, the Umpire may also suggest an appropriate remedy. This suggestion is not binding on the university but shall be used by the President or President's ADR designee in fashioning an appropriate remedy.~~

~~H.4 — Neutral Umpire Panel~~

~~The President's ADR 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 three (3) and no more than seven (7) individuals who meet the following qualifications:~~

- ~~a. — employed within the University and designated by the President to be a Neutral Umpire for purposes of this ADR process;~~
- ~~b. — familiarity with academic assignments;~~
- ~~c. — an ability to serve as Neutral Umpire on short notice;~~
- ~~d. — a willingness to serve on the Panel for one academic year; and~~
- ~~(5) — acceptability to both the University and the UFF.~~