

2331 salary from the University, but the arbitrator may not award other monetary damages or
2332 penalties. If notice that further employment will not be offered is not given on time, the arbitrator
2333 may direct the University to renew the appointment only upon a finding that no other remedy is
2334 adequate, and that the notice was given so late that (a) the employee was deprived of
2335 reasonable opportunity to seek other employment, or (b) the employee actually rejected an
2336 offer of comparable employment which the employee otherwise would have accepted.

2337 c. An arbitrator's decision awarding employment beyond the sixth year shall not entitle the
2338 employee to tenure. In such cases the employee shall serve during the seventh year without
2339 further right to notice that the employee will not be offered employment thereafter. If an employee
2340 is reappointed at the direction of an arbitrator, the President or representative may reassign the
2341 employee during such reappointment.

2342 (4) Arbitrability. Issues of arbitrability shall be bifurcated from the substantive issue(s) and,
2343 whenever possible, determined by means of a hearing conducted by conference call. The
2344 arbitrator shall have ten (10) days from the hearing to render a decision on arbitrability. If the
2345 issue is judged to be arbitrable, an arbitrator shall then be selected to hear the substantive
2346 issue(s).

2347 (5). Conduct of Hearing. The arbitrator shall hold the hearing in Tampa, Florida, unless otherwise
2348 agreed by the parties. The hearing shall commence within twenty-five (25) days of the arbitrator's
2349 acceptance of selection, or as soon thereafter as is practicable, and the arbitrator shall issue the
2350 decision within forty-five (45) days of the close of the hearing or the submission of briefs,
2351 whichever is later, unless additional time is agreed to by the parties. The decision shall be in
2352 writing and shall set forth findings of fact, reasoning, and conclusions on the issues submitted.
2353 Except as expressly specified in this procedure, the provisions of the Florida Arbitration Code,
2354 Chapter 682, Florida Statutes, shall not apply. Except as modified by the provisions of the
2355 Collective Bargaining Agreement, arbitration proceedings shall be conducted in accordance with
2356 the rules and procedures of the American Arbitration Association.

2357 (6). Effect of Decision. The decision or award of the arbitrator shall be final and binding upon
2358 the University, the UFF, and the grievant, provided that either party may appeal to an appropriate
2359 court of law a decision that was rendered by the arbitrator acting outside of or beyond the
2360 arbitrator's jurisdiction, pursuant to Section 682.13, Florida Statutes.

2361 (7). Venue. For purposes of venue in any judicial review of an arbitrator's decision issued under
2362 this agreement, the parties agree that such an appeal shall be filed in the courts in Hillsborough
2363 County, Florida, unless both parties specifically agree otherwise in a particular instance.

2364 (8). Fees and Expenses. All fees and expenses of the arbitrator shall be divided equally
2365 between the parties. Each party shall bear the cost of preparing and presenting its own case.
2366 The party desiring a transcript of the arbitration proceedings shall provide written notice to the
2367 other party of its intention to have a transcript of the arbitration made at least one week prior to
2368 the date of the arbitration. The party desiring such transcript shall be responsible for scheduling a
2369 court reporter to record the proceedings and shall be solely responsible for the appearance fees
2370 of the court reporter and the cost of any transcripts of the proceedings which that party may
2371 order. The requesting party shall, at its expense, photocopy the copy of the transcript received
2372 from the reporter and deliver the photocopy to the other party within five days after receiving
2373 the copy of the transcript from the reporter.

2374 (9). Retroactivity. An arbitrator's award may or may not be retroactive as the equities of each
2375 case may demand, but in no case shall an award be retroactive to a date earlier than thirty (30)
2376 days prior to the date the grievance was initially filed.

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2378 20.9 Filings and Notification. ~~All other documents required or permitted to be issued or filed may be~~
2379 ~~transmitted by facsimile, United States mail, or any other recognized delivery service, excluding electronic~~
2380 ~~mail. Grievance decisions shall be transmitted to the grievant's representative(s) by personal delivery with~~
2381 ~~written documentation of receipt or by certified mail, return receipt requested. All documents related to~~
2382 ~~grievances required or permitted to be issued or filed may be transmitted by United States mail, email, or~~
2383 ~~other recognized delivery service as described in Article 3.2C.~~ In the event that any action falls due on a
2384 Saturday, Sunday, or holiday (as defined in this Agreement), the action will be considered timely if it is