

3553
3554
3555

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

3556 H.1 Exclusive Method

3557 The University of South Florida and the United Faculty of Florida agree to the following procedure as
3558 the exclusive method of resolving disputes under Article 9.3, of the Agreement which allege that
3559 an employee's assignment has been imposed arbitrarily or unreasonably.

3560 An employee who alleges that the assignment has been imposed arbitrarily or unreasonably may file
3561 a grievance under Article 20 of the USF/UFF Agreement only to enforce the exclusive Assignment
3562 Dispute Resolution (ADR) procedure delineated below, not to seek a determination as to whether an
3563 assignment has been arbitrarily or unreasonably imposed.

3564 H.2 Time Limits

3565 The dispute shall not be processed unless it is filed within ~~thirty (30)~~fifteen (15) days after the
3566 receipt of the assignment by the employee. If the employee's assignment begins prior to final resolution
3567 of the dispute, the employee shall perform the assignment until the matter is finally resolved under these
3568 procedures.

3569 All time limits contained herein may be extended by mutual agreement of the university and the UFF
3570 representative. Upon failure of the employee's UFF representative to comply with the time limits herein,
3571 the dispute shall be deemed to have been finally determined at the prior step.

3572 All references to "days" herein refers to "calendar days." The "end of the day" shall refer to the end of
3573 the business day, i.e., 5:00 p.m.

3574 H.3 Assignment Dispute Resolution Procedures

3575 An employee who believes that the assignment has been imposed arbitrarily or unreasonably shall,
3576 within ~~thirty (30)~~fifteen (15) days after receipt of the assignment, file Part 1A of the ADR Form with
3577 the individual responsible for making the assignment with a copy to the President's representative and
3578 to a UFF representative. The filing of the ADR Form shall be accompanied by a brief and concise
3579 statement of the employee's arguments, and any relevant documentation supporting the employee's
3580 position. This documentation shall be placed in a file entitled "Employee's Assignment Dispute
3581 Resolution File," which shall be kept separate from the employee's personnel evaluation file.
3582 Additional documentation shall not be considered in the ADR process except by agreement of
3583 the President's representative unless it is documentation that the employee requested from the
3584 university prior to the conference held pursuant to (b) below, but did not receive before such conference.

3585 Within ~~four (4)~~seven (7) days of receipt of the ADR Form, the individual responsible for making the
3586 assignment, (typically the Chair, Director or their representative) shall meet with the employee and
3587 discuss the dispute. Within twenty-four (24) hours after this conference, ~~the~~such individual responsible
3588 for making the assignment shall complete Part 1 of the ADR Form and deliver it to the employee indicate
3589 whether or not it was arbitrarily or unreasonably imposed or if the disputed assignment has been
3590 resolved by completing Part 1B of the ADR Form and deliver it to the employee with a copy to the
3591 President's representative.

3592 If the employee continues to be aggrieved following the initial conference, the employee shall file
3593 the ADR Form, with Part 1 completed, with the ~~Dean or other appropriate administrator~~President's
3594 representative no later than ~~four (4)~~two (2) days after the initial conference.

3595 The ~~UFF~~ President's representative shall ~~schedule~~ coordinate a meeting with the employee, the Dean
3596 or other appropriate administrator~~the Dean's representative and the UFF representative to be held~~ no
3597 later than ~~four (4) days~~two (2) weeks after filing the initial conference. ~~ADR Form with the Dean or~~
3598 ~~other appropriate administrator. At this meeting, the employee, the UFF representative, and the~~
3599 ~~Dean or appropriate administrator shall discuss the dispute and attempt to resolve it.~~ Within twenty-
3600 four (24) hours after the conclusion of this meeting, the Dean or appropriate administrator shall
3601 complete Part 2 of the ADR Form and deliver it to the UFF representative.

3602 If consultation with the Dean or appropriate administrator does not resolve the matter, the UFF
3603 representative may file, within ~~four (4)~~seven (7) days of that meeting, Part 3 of the ADR Form (with
3604 supporting documentation) with the President's representative, indicating an intention to submit the
3605 dispute to a Neutral Umpire.

3606 Within seven (7) days of receipt of the ~~completed~~ ADR Form with parts 1, 2, and 3 completed and other
3607 documentation, the President's representative may place a written explanation, brief statement of
3608 the University's position, a list of expected witnesses, and other relevant documentation in the
3609 employee's ADR File. As soon as practicable thereafter, a copy of all documents placed in the
3610 employee's ADR File shall be presented to the UFF representative, who shall place a list of the
3611 employee's expected witnesses into the file. During these seven (7) days, At the time that the
3612 completed ADR Form is submitted to the President's representative and, the UFF representative
3613 shall schedule a meeting with the President's representative meet for the purpose of selecting a Neutral
3614 Umpire from the Neutral Umpire Panel. This meeting shall be scheduled for no later than seven
3615 (7) days after filing of the completed ADR Form. Selection of the Neutral Umpire shall be by mutual
3616 agreement or by alternatively striking names from the Neutral Umpire Panel list until one name
3617 remains. The right of first choice to strike from the list shall be determined by the toss of a coin. The right
3618 to strike first shall alternate in any subsequent Neutral Umpire selection.

3619 The President's representative shall contact the selected Umpire no later than three (3) days following
3620 the selection. Should the Umpire selected be unable to serve, the President's representative shall
3621 contact the UFF representative as soon as practicable and schedule another selection meeting.

3622 Upon the agreement of the Neutral Umpire to participate, the President's representative shall provide
3623 the Umpire with the employee's ADR File.

3624 The ADR Meeting shall be scheduled as soon as practicable after the Neutral Umpire has received
3625 the employee's ADR File. The President's representative shall notify the UFF representative of the time
3626 and place of the ADR Meeting no later than forty-eight (48) hours prior to it being convened.

3627 No person concerned with or involved in the assignment dispute shall attempt to lobby or otherwise
3628 influence the decision of the Umpire.

3629 The ADR Meeting shall be conducted as follows:

3630 (1). The employee, or a UFF representative, and a representative of the President shall be
3631 the sole representatives of the parties. Each representative may present documentary evidence
3632 from the employee's ADR File, interrogate witnesses, offer arguments, cross-examine
3633 witnesses, and have present at the meeting one individual to assist in the presentation of
3634 the representative's case.

3635 (2). The Neutral Umpire will conduct and have total authority at the ADR Meeting. The
3636 Neutral Umpire may conduct the ADR Meeting in whatever fashion, consistent with this
3637 Agreement that will aid in arriving at a just decision.

3638 (3). The Umpire shall submit to all parties on Part 4 of the ADR Form within forty-eight (48)
3639 hours after the close of the ADR Meeting a written, binding decision as to whether the
3640 assignment was imposed arbitrarily or unreasonably. The decision shall include the reasons
3641 for the Umpire's determination.

3642 (4). If the Umpire decides that the employee's assignment was imposed arbitrarily or
3643 unreasonably, the Umpire may also suggest an appropriate remedy. This suggestion is not
3644 binding on the university but shall be used by the President or President's designee in
3645 fashioning an appropriate remedy.

3646 H.4 Neutral Umpire Panel

3647 The President's representative and the UFF representative shall meet within two (2) weeks of the
3648 ratification of this Agreement for the purpose of selecting an odd-numbered Neutral Umpire Panel. The
3649 Panel shall consist of no less than five (5) and no more than nine (9) individuals, not employed by
3650 the University, USF Board or the Board of Governors, who meet the following qualifications:

3651 (1). familiarity with academic assignments;