

UNF – UFF Collective Bargaining Agreement 2017-2020

APPENDIX G EXCLUSIVE DISPUTE RESOLUTION PROCEDURE FOR COURSE ASSIGNMENT

G.1 Policy.

- (a) The University of North Florida Board of Trustees and the UFF-UNF agree to the following procedure as the exclusive method of resolving disputes under the Assignment and Summer Appointments and Assignments articles that allege that a faculty member's course assignment is arbitrary or unreasonable.
- (b) A faculty member who alleges that his/her course assignment is arbitrary or unreasonable may file a grievance under the Grievance Article only to enforce the exclusive Assignment Dispute Resolution (ADR) procedure delineated below, not to seek a determination as to whether a course assignment is arbitrary or unreasonable.
- (c) A faculty member shall not file under the ADR procedure until after the faculty member has met with the chair of his/her department/unit in an attempt to resolve the dispute.
- (d) No person shall lobby or otherwise attempt to influence the decision of the Umpire.

G.2 Time Limits.

- (a) The dispute shall not be processed unless it is filed within
 - (1) Thirty (30) days after the receipt of the fall or spring course assignment by the faculty member.
 - (2) Within fifteen (15) days after the receipt of the summer course assignment by the faculty member.
- (b) If the faculty member's course assignment begins prior to final resolution of the dispute, the faculty member shall perform the assignment. However, in that circumstance, if the course assignment is found to be arbitrary or unreasonable, the faculty member's teaching assignment shall be reduced appropriately in the next academic year, or as otherwise agreed to by the faculty member.
- (c) All time limits specified in this Appendix G may be extended by mutual agreement of the University Administration and the UFF representative.

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- (1) Upon failure of the UFF representative to comply with the time limits herein, the dispute shall be deemed to have been finally determined at the prior step.
 - (2) Upon failure of the University Administration to comply with the time limits provided in this Appendix, the UFF Representative may appeal to the next step.
- (d) 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. If any deadline falls on a non-business day, the deadline shall be moved to the end of next business day.

G.3 Initial Filing.

- (a) A faculty member who believes that his/her course assignment is arbitrary or unreasonable shall file Part 1 of the ADR Form with his/her chair and with the dean of the college within the time limits required in Section G.2(a).
 - (1) The filing of the ADR Form shall be accompanied by a brief and concise statement of the faculty member’s arguments, and any relevant documentation supporting the faculty member’s position.
 - (2) This documentation shall be placed in a file entitled “ADR File,” which shall be kept separate from the faculty member’s ~~personnel~~ evaluation file.
- (b) The ADR File shall accompany the ADR Form each step of the process.

G.4 Meeting with Administration.

- (a) No later than four (4) days from receipt of the ADR Form, the dean or designee shall schedule a meeting with the UFF representative to be held within four (4) days. At this meeting, the faculty member, the UFF representative, the person who assigned the course, the chair, and the dean or designee shall discuss the dispute and attempt to resolve it.
- (b) Within four (4) days after the conclusion of this meeting, the dean or designee shall complete Part 2 of the ADR Form and deliver it to the UFF representative.

G.5 Filing for Neutral Umpire Hearing. If consultation with the dean or designee does not resolve the matter, the UFF representative may file, within four (4) days of

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receipt of the dean's response, Part 3 of the ADR Form with the President's representative, indicating an intention to submit the dispute to a Neutral Umpire.

G.6 Preparation for Hearing. Within four (4) days of receipt of the completed ADR Form, the President's representative shall

- (a) Place a brief statement of the University Administration's position, a list of the University Administration's expected witnesses, if any, and other relevant documentation in the ADR File and present a copy of all documents placed in the ADR File to the UFF representative, who shall place a list of the faculty member's expected witnesses into the file, with a copy to the President's representative; and
- (b) Schedule a meeting with the UFF Representative for the purpose of selecting a Neutral Umpire from the Neutral Umpire Panel. This meeting shall be scheduled for no later than three (3) days after filing of the completed ADR Form with the President's representative.

G.7 Selection of Neutral Umpire.

- (a) 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 faculty member, in consultation with his/her UFF Representative, shall make the first strike from the list.
- (b) 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 last person whose name was struck shall be asked to serve, and so on until an Umpire is found.

G.8 Completion of the ADR File.

- (a) Upon the agreement of the Neutral Umpire to participate, the President's representative and the UFF Representative shall as soon as possible meet to review and complete the ADR File.
- (b) After this review, additional documentation shall not be considered in the ADR process, except by agreement of the President's representative and the UFF representative, or unless it is documentation that could not with reasonable diligence have been discovered or obtained previously.
- (c) After this meeting, the President's representative shall provide the Umpire and the UFF Representative with the completed ADR File.

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G.9 Scheduling of ADR Neutral Umpire Hearing.

- (a) The ADR hearing shall be scheduled as soon as practicable after the Neutral Umpire has received the ADR File. The President's representative shall notify the UFF representative of the date, time, and place of the ADR hearing no later than forty-eight (48) hours prior to its being convened.
- (b) The ADR hearing shall be conducted as follows:
 - (1) The faculty member, 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 ADR File, interrogate witnesses, offer arguments, cross-examine witnesses, and have present at the meeting one individual to assist in the presentation of the case. In all cases, the UFF shall have the right to have an observer present at the hearing and shall be sent a copy of all decisions at the same time as they are sent to the faculty member.
 - (2) The Neutral Umpire shall conduct and have total authority at the ADR hearing. The Neutral Umpire may conduct the ADR hearing 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 hearing, a written, binding decision as to whether the course assignment was arbitrary or unreasonable. The decision shall include the reasons for the Umpire's determination.
 - (4) If the Umpire decides that the faculty member's assignment was arbitrary or unreasonable, then
 - a. If the faculty member has not begun the course assignment before the deadline for the Umpire's decision, the Umpire shall direct the individual responsible for making the course assignment to reassign the faculty member consistent with the procedure set forth in this Agreement, or as otherwise agreed to by the faculty member.
 - b. However, if the faculty member's course assignment began prior to the deadline for the Umpire's decision, the faculty member's teaching assignment shall be reduced appropriately in the next academic year, or as otherwise agreed to by the faculty member.

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G.10 Neutral Umpire Panel

- (a) The President's representative and the UFF representative shall meet within thirty (30) days 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, 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 Administration and the UFF.
- (b) The President's representative and the UFF representative are encouraged to select educators from other academic institutions in the area, fully retired faculty and administrators, and professional mediators and arbitrators, to be on the Neutral Umpire Panel. In the event the parties cannot reach agreement on Panel membership, a representative of the Trustees and a UFF member holding a statewide office or position shall select the Panel.
- (c) Panel membership may be reviewed, at the initiation of the University Administration or the UFF, through written notice provided before the beginning of the next contract year.

G.11 **Expenses.** All fees and costs of the Neutral Umpire shall be borne equally by the University Administration and the UFF.

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EXCLUSIVE ASSIGNMENT DISPUTE RESOLUTION FORM

PART 1: STATEMENT OF DISPUTE

Faculty Member's Name

Department

Faculty Member's Address

Person Making Assignment

Date Notified of Assignment

Beginning Date of Assignment

I UNDERSTAND AND AGREE THAT BY FILING THIS GRIEVANCE, I WAIVE WHATEVER RIGHTS I MAY HAVE UNDER CHAPTER 120 OF THE FLORIDA STATUTES WITH REGARD TO THE MATTERS I HAVE RAISED HEREIN AND UNDER ALL OTHER UNIVERSITY PROCEDURES WHICH MAY BE AVAILABLE TO ADDRESS THESE MATTERS.

I believe the assignment was arbitrary or unreasonable because:

I certify that I have met with my chair in an attempt to resolve this dispute.

Faculty Member's Signature

UFF Representative's Signature

Date Filed

Date of Meeting

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EXCLUSIVE ASSIGNMENT DISPUTE RESOLUTION FORM

PART 2: DECISION OF DEAN OR DESIGNEE

Date Filed with Dean or designee

Date of Conference

The assignment was/was not arbitrary or unreasonable because:

The disputed assignment has been resolved in the following manner:

Dean or designee

Date of decision

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EXCLUSIVE ASSIGNMENT DISPUTE RESOLUTION FORM

**PART 3: UFF NOTICE OF INTENT TO REFER ASSIGNMENT DISPUTE TO
NEUTRAL UMPIRE**

The decision of the dean or designee is not satisfactory, and the UFF hereby gives notice of its intent to refer the dispute to a Neutral Umpire.

Faculty Member's Name

Receipt Acknowledged by
President's Representative

UFF Representative

Date of Receipt by
President's Representative

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EXCLUSIVE ASSIGNMENT DISPUTE RESOLUTION FORM

PART 4: NEUTRAL UMPIRE’S DECISION

The disputed assignment was _____/was not _____ arbitrary or unreasonable.

Reasons for the determination that the assignment was/was not arbitrary or unreasonable are:

Neutral Umpire’s Name

Faculty Member’s Name

Neutral Umpire’s Signature

Date Decision Issued