



University in unit faculty/United Faculty of Florida

SUBJECT (R*)	EFFECTIVE DATE (R*)	POLICY NUMBER (O*)
NEUTRAL, INTERNAL RESOLUTION OF POLICY DISPUTES (UFF)	July 1, 2011	320.050

POLICY STATEMENT (R*)

1. Policy/Informal Resolution.

The parties agree that all problems should be resolved, whenever possible, before the filing of a complaint but within the time limits for filing complaints stated elsewhere in this Policy, and encourage open communications between administrators and employees so that resort to the formal neutral, internal policy dispute resolution will not normally be necessary. The parties further encourage the informal resolution of complaints whenever possible. At each step in the neutral, internal policy dispute resolution process, participants are encouraged to pursue appropriate modes of conflict resolution. The purpose of this Policy is to promote a prompt and efficient procedure for the investigation and resolution of complaints. The procedures hereinafter set forth shall be the sole and exclusive method for resolving the complaints of employees as defined herein.

2. Resort to Other Procedures and Election of Remedy.

(a) The filing of a complaint constitutes a waiver of any rights to judicial review of agency action pursuant to Chapter 120, Florida Statutes, or to the review of such actions under University procedures that may otherwise be available to address such matters. For rights or benefits that are provided exclusively by a BOT-UFF Policy this neutral, internal dispute resolution procedure shall be the sole review mechanism. Only those acts or omissions and sections of the BOT-UFF Policies identified at the initial filing may be considered at subsequent steps.

(b) Except where an employee files a grievance alleging violations of the BOT-UFF Agreement in connection with the same act or omission pursuant to the Grievance and Arbitration provisions of the BOT-UFF Agreement, if prior to seeking resolution of a dispute by filing a complaint hereunder, or while the Policy Dispute Resolution process is in progress, an employee requests, in writing, the same remedy of the matter in any other forum, whether administrative (including the Public Employees Relations Commission) or judicial, the University shall have no obligation to entertain or proceed further with the complaint pursuant to this Policy. As an exception to this provision, a complainant may file an EEOC charge while a complaint is in progress when such filing becomes necessary to meet federal filing guidelines pursuant to 42 U.S.C. §2000e et. seq. Further, since the parties do not intend that this Neutral, Internal Resolution of Policy Disputes procedure be a device for appellate review, the President's response to a recommendation of a hearing officer or other individual or group having appropriate jurisdiction in any procedure other than the Neutral, Internal Resolution of Policy Disputes procedure shall not be an act or omission giving rise to a complaint under this Policy.

3. Burden of Proof. In all complaints, except disciplinary complaints in accordance with the BOT-UFF Policy on Disciplinary Actions, the burden of proof shall be on the complainant. In disciplinary complaints, the burden of proof shall be on the University.

4. Representation. The UFF shall have the exclusive right to represent any employee in a complaint filed hereunder, unless an employee elects self-representation or to be represented by legal counsel. If an employee elects not to be represented by the UFF, the University shall promptly inform the UFF in writing of the complaint. No resolution of any individually processed complaint shall be inconsistent with the terms of any applicable BOT-UFF Policy or the BOT-UFF Agreement, and for this purpose the UFF shall have the right to have an observer present at all meetings called for the purpose of discussing such complaint and shall be sent copies of all decisions at the same time as they are sent to the other parties.

5. Complaint Representatives. The UFF shall annually furnish to the University a list of all persons authorized to act as complaint representatives and shall update the list as needed. The UFF complaint representative shall have the responsibility to meet all classes, office hours, and other duties and responsibilities incidental to the assigned workload. Some of these activities are scheduled to be performed at particular times. Such representative shall have the right during times outside of those hours scheduled for these activities to investigate, consult, and prepare complaint presentations and attend complaint hearings and meetings. However, such investigations and consultations will not interfere with the normal operations of the University. Should any complaint hearings or

meetings necessitate rescheduling of assigned duties, the representative may, with the approval of the appropriate administrator, arrange for the fulfillment of such duties. Such approval shall not be unreasonably withheld.

6. Appearances.

(a) When an employee participates during scheduled hours in a neutral policy dispute resolution proceeding or in a meeting between the complainant, complainant's counsel or UFF representative and the University, that employee's compensation shall neither be reduced nor increased for time spent in those activities

(b) Prior to participation in any such proceedings, conferences, or meetings, the employee shall make arrangements acceptable to the appropriate supervisor for the performance of the employee's duties. Approval of such arrangements shall not be unreasonably withheld. Time spent in such activities outside scheduled hours shall not be counted as time worked.

7. Filings and Notification. With the exception of Step 2 decisions, all documents required or permitted to be issued or filed pursuant to this Policy may be transmitted by fax, United States mail, or any other recognized delivery service (note: e-mail is not an acceptable form of delivery). Step 2 decisions shall be transmitted to the complainant's representative(s) by personal delivery with written documentation of receipt or by certified mail, return receipt requested.

8. Precedent. No complaint informally resolved, or complaint resolved at either Step 1 or 2, shall constitute a precedent for any purpose unless agreed to in writing by the University or representative and the UFF acting through its President or designee.

9. Processing.

(a) The filing or pendency of any complaint or request for Neutral, Internal Resolution of Policy Disputes by a Panel under this Policy shall not operate to impede, preclude, or delay the University from taking the action complained of. Reasonable efforts, including the shortening of time limits when practical, shall be made to conclude the processing of a complaint prior to the expiration of the complainant's employment, whether by termination or failure to reappoint. An employee with a pending complaint will not continue to be compensated beyond the last date of employment.

(b) Nothing shall authorize the University or its representative to refuse consideration of a complaint on the assertion that it was not timely filed or processed in accordance with this Policy.

10. Reprisal. No reprisal of any kind will be made by the University or the UFF against any complainant, any witness, any UFF representative, or any other participant in the Neutral, Internal Resolution of Policy Disputes procedure by reason of such participation.

11. Records. All written materials pertinent to a complaint shall be filed separately from the evaluation file of the complainant or witnesses, except (a) at the request of the complainant or witness that specific materials be included in his or her own evaluation file, or (b) where the terms of the decision or a settlement direct that a copy of the decision or settlement agreement be placed in the evaluation file of a complainant or witness. All decisions or settlement agreements resulting from complaints processed pursuant to this Policy shall specify whether or not a copy of the decision or settlement agreement is to be placed in the evaluation file(s) of any complainant or witness.

12. Expedited Dispute Resolution Procedure for Conflict of Interest/Outside Activity.

(a) The period for informal resolution of a dispute alleging a violation of the provisions of the BOT-UFF Policy on Conflict of Interest and Outside Activity shall be five (5) days from the date the complaint is filed. Such a dispute shall be heard at Step 2 by the President or designee no more than seven (7) days after a request for a Step 2 review has been filed. The President or designee shall issue a Step 2 decision no more than three (3) days after the Step 2 meeting.

(b) A request for resolution by a Neutral Panelist shall be filed within fourteen (14) days after receipt of the Step 2 decision. A Neutral Panelist shall be selected by the parties from the Neutral Pool, or by mutual agreement from outside the neutral pool, no more than fourteen (14) days after a request for a resolution by a Neutral Panelist is received. Selection shall be by mutual agreement or by striking names from the Neutral Pool. Each side shall have two strikes. Unless the parties mutually agree to one of the remaining two panelists, a flip of the coin will determine which of the two panelists shall hear the complaint. The order of striking shall be determined by the flip of a coin. The Neutral Panelist shall issue a memorandum of decision within seven (7) days following the conclusion of the Neutral Panelist hearing, to be followed by a written opinion and award in accordance with the provisions of this Policy.

(c) All other provisions of this Policy shall apply to these complaints, except as noted above.

13. Expedited Dispute Resolution Procedure for Complaint over Assignment.

An employee who complains that his or her assignment has been imposed arbitrarily or unreasonably shall be entitled to Expedited Assignment Dispute Resolution ("ADR") as set forth below. If the employee's assignment begins prior to final resolution of the dispute, the employee shall perform the assignment pending final resolution under this procedure.

- (a) If an employee believes that the assignment has been imposed arbitrarily or unreasonably, the employee or employee's representative shall, within thirty (30) days after receipt of the assignment, file Part 1 of the ADR Form (attached hereto as ADR Form 1) 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.
- (b) Within four (4) days of receipt of the ADR Form, the individual responsible for making the assignment shall meet with the employee and employee's representative 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 or representative.
- (c) If the employee continues to be aggrieved following the initial conference, the employee or representative 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.
- (d) The employee or employee's 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 employee or employee's representative.
- (e) If consultation with the Dean or appropriate administrator does not resolve the matter, the employee or employee's 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 Panelist.
- (f) 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 employee or employee's representative, who shall place a list of the employee's expected witnesses into the file.
- (g) At the time that the completed ADR Form is submitted to the President's representative, the employee or employee's representative shall schedule a meeting with the President's representative for the purpose of selecting a Neutral Panelist from among the members of the Neutral Pool or by mutual agreement from outside the neutral pool. Selection of the Neutral Panelist shall be by mutual agreement or by striking names from the Neutral Pool. The order of striking shall be determined by the flip of a coin. Each side shall have two strikes. Unless the parties mutually agree to one of the remaining two panelists, a flip of the coin will determine which of the two panelists shall hear the complaint. This meeting shall be scheduled for no later than seven (7) days after filing of the completed ADR Form.
- (h) The President's representative shall contact the selected Neutral Panelist no later than three (3) days following the selection. Should the Neutral Panelist selected be unable to serve, the President's representative shall contact the UFF representative as soon as practicable and schedule another selection meeting.
- (i) Upon the agreement of the Neutral Panelist to serve, the President's representative shall provide the Neutral Panelist with the employee's ADR File.
- (j) The ADR hearing shall be scheduled as soon as practicable after the Neutral Panelist has received the employee's ADR File. The President's representative shall notify the UFF representative of the time and place of the ADR hearing no later than forty-eight (48) hours prior to it being convened.
- (k) The ADR hearing shall be conducted as follows:

(1) The employee, or employee's 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 Panelist will conduct and have total authority at the ADR hearing. The Neutral Panelist may conduct the ADR hearing in whatever fashion consistent with this Policy that will aid in arriving at a just decision.

(3) The Neutral Panelist 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 assignment was imposed arbitrarily or unreasonably. The decision shall include the reasons for the Neutral Panelist's determination.

(4) If the Neutral Panelist decides that the employee's assignment was imposed arbitrarily or unreasonably, the Neutral Panelist may also order the appropriate remedy, which shall be binding on the University.

(l) All other provisions of this Policy shall apply to these complaints, except as noted above.

REASON FOR POLICY (O*)

To establish and maintain a process for resolving disputes concerning BOT-UFF Policies.

DEFINITIONS (R*)

Definitions and Forms. As used in this Policy:

(a) Complaint. The term "complaint" shall mean a dispute concerning the interpretation or application of a specific term or provision of a BOT-UFF Policy appended to the BOT-UFF Agreement, subject to those exclusions appearing in the Policy. A complaint shall be filed on a Complaint Form, attached to this Policy.

(b) Complainant. The term "complainant" shall mean an employee or group of employees who has/have filed a complaint in a dispute over a provision of a BOT-UFF Policy that confers rights upon the employee(s). The UFF may file a complaint in a dispute over a provision of a BOT-UFF Policy that confers rights upon a group of employees or upon the UFF. The parties may agree to consolidate complaints of a similar nature to expedite the review process. In a consolidated complaint, one appropriate Form may be attached, bearing the signatures of the complainants.

(c) Complaint Forms. Each Complaint, Request for Step 2 Review, and Notice of Demand for Internal Policy Dispute Resolution by a Panel must be submitted in writing on the appropriate forms attached to this Policy and shall be signed by the complainant(s). All complaint forms shall be dated when the complaint is received. If there is difficulty in meeting any time limit, the UFF representative may sign such documents for the complainant; however, complainant's signature shall be provided prior to the Step 2 meeting.

(d) Days. The term "days" shall mean calendar days.

PROCEDURES (O*)

A. Filing.

(1) A complaint shall be filed with the Provost or designee at Step 1 within thirty 30 days following the act or omission giving rise thereto, or the date on which the employee knew or reasonably should have known of such act or omission if that date is later. The complainant may amend the Step 1 Form one time prior to the Step 2 meeting. Only those acts or omissions and sections of BOT-UFF Policy identified at the Step 1 filing as amended in accordance with this paragraph may be considered at subsequent Steps.

(2) The filing of a complaint constitutes a waiver of any rights to judicial review of agency action pursuant to Chapter 120, Florida Statutes, or to the review of such actions under University procedures which may otherwise be available to address such matters.

(3) An employee may seek redress of a salary action alleged to be unsupported by performance or job related criteria by filing a complaint under the provisions of the Policy. An act or omission giving rise to such a complaint may be the employee's receipt of salary during any pay period, but in no case shall the Panel's award of back salary be retroactive to a date earlier than the date of that act or omission, or twelve months from the date the complaint is filed, whichever is less.

B. Time Limits. All time limits in this Policy may be extended by mutual agreement of the parties in writing. Mutual agreement may be evidenced by e-mail exchanges. If the University fails to provide a Step 2 decision within the time limits provided in this Policy due to a University-caused delay, the University shall pay all costs of the Neutral, Internal Resolution of Policy Disputes by a Panel ("Step 3") should the UFF elect to take the complaint to neutral, internal policy dispute resolution by a Panel. Upon the failure of the complainant or the UFF, where appropriate, to file an appeal within the time limits provided in this article, the complaint shall be deemed to have been resolved at the prior step. The "end of the day" shall mean 5 PM. The date of receipt shall not be included in the count of days. Compliance with any time limit under this Policy shall be determined by the date-stamped receipt executed by the office receiving the complaint or the decision, or by the date of the mailing as indicated by the postmark.

C. Step 1.

All complaints shall be placed in Step 1 informal resolution status for thirty 30 days unless both the University and UFF agree otherwise. During the Step 1 informal resolution period, efforts to resolve the complaint informally shall be made. Upon request of the complainant or complainant's representative, the University representative shall, during the Step 1 informal resolution period, arrange an informal meeting between the appropriate administrator and the complainant. The complainant shall have the right to representation by the UFF or legal counsel during attempts at informal resolution of the complaint. Any party bringing legal counsel to the informal meeting shall provide at least five (5) days advance written notice to all other parties. If the complaint is not satisfactorily resolved during the Step 1 informal resolution period, the complainant may give written notice to the President or designee requesting Step 2 review within thirty (30) days from the expiration of the Step 1 period. If the complainant does not request a Step 2 review within thirty (30) days from the expiration of the Step 1 informal resolution period or any extension of that period, the complaint shall be deemed informally resolved and shall not be processed further.

D. Step 2.

(1) Meeting. The President or designee and the complainant and/or the complainant's representative shall meet no sooner than ten (10) days and no later than thirty (30) days following receipt of the complainant's request for a Step 2 meeting. At the Step 2 meeting, the complainant shall have the right to present any evidence in support of the complaint, and the complainant and/or the complainant's representative or the complainant's legal counsel and the President or designee shall discuss the complaint. Any party bringing legal counsel to the Step 2 meeting shall provide at least five (5) days advance written notice to all other parties.

(a) Decision. The President or designee shall issue a written decision, stating the reasons therefore, to complainant's Step 2 representative within fifteen (15) days following conclusion of the Step 2 meeting. A copy of the decision shall be sent to the complainant, to the complainant's representative and to UFF if complainant elected self-representation or representation by legal counsel.

(b) Documents. The President or designee shall make available to the complainant or the complainant's representative all documentation referenced in the Step 2 decision prior to its issuance. All documents referred to in the Step 2 decision and any additional documents presented by the complainant shall be attached to the decision, together with a list of these documents. In advance of the Step 2 meeting, the complainant shall have the right, upon written request, to a copy of any identifiable documents relevant to the complaint.

E. Step 3. Neutral, Internal Resolution of Policy Disputes by a Panel

(1) Filing.

(a) If the complaint has not been satisfactorily resolved at Step 2, UFF may, upon the request of the complainant, proceed to Neutral, Internal Resolution of Policy Disputes by a Panel by filing a written notice of the intent to do so. Notice of intent to proceed to Neutral, Internal Resolution of Policy Disputes by a Panel must be filed with the President or designee within forty-five (45) days after receipt of the Step 2 decision by the complainant's Step 2 representative and shall be signed by the complainant and UFF President or designee. The complaint may be withdrawn by the complainant or by the UFF President or designee at any point prior to issuance of the Panel's decision.

(b) Issues of Applicability. The parties shall stipulate to the issue(s) prior to the hearing before the Panel. If the parties are unable to stipulate to the issue(s) prior to such hearing, the parties shall proceed to a hearing on applicability of this procedure based on either procedural or substantive concerns ("applicability"). Issues of applicability shall be bifurcated from the substantive issues and, whenever possible, determined by means of a hearing conducted by conference call. The Panel shall have ten (10) days from the hearing to render a decision on applicability. If the process is judged to be applicable to the complaint, the Panel shall then proceed to hear the substantive issue(s) in accordance with the provisions of this Policy.

(2) Creation of Pools for Selecting Panel Members.

(a) Representatives of the University and the UFF shall meet within ninety (90) days after the execution of the BOT-UFF Agreement for the purpose of creating two pools.

(b) One pool shall consist of University employees, defined as any University employee, whether in a bargaining unit or not ("Employee Pool"). The Employee Pool shall consist of ten (10) members, five of whom shall be appointed by the President or designee and the remaining five shall be appointed by the UFF President.

(c) A second pool shall consist of FIU internal community members, defined as former employees or alumni ("Neutral Pool"). The Neutral Pool shall consist of six (6) members appointed by mutual agreement of the President or designee and the UFF President. If the University and the UFF are unable to reach mutual agreement on six (6) Neutral Pool members, selection shall be made from striking names from lists of six (6) names each submitted by the University and the UFF until six (6) panel members are selected. The order of striking shall be determined by the flip of a coin.

(d) The University and the UFF are encouraged to seek eligible Neutral Pool members who are educators at other educational institutions, fully retired FIU faculty or administrators, or professional mediators or arbitrators. Any member of the Neutral Pool who is not a professional labor arbitrator shall complete training to qualify as a professional labor arbitrator prior to being selected to serve in a dispute resolution. The costs of such training will be shared equally by the University and the UFF. No person involved in any business, employment or other relationship with the University that could reasonably be presumed to create a conflict of interest with that person's obligations as a neutral arbiter of disputes involving the University shall be eligible for inclusion in the Neutral Pool.

(e) Members of the pools shall be able to serve on short notice and willing to serve for at least one calendar year. In addition, the University and the UFF shall jointly provide all pool members with orientation and training in BOT-UFF Policies including this Neutral, Internal Resolution of Policy Disputes procedure. The costs of such training will be shared equally by the University and the UFF.

(f) If at any time the number of members of the Neutral Pool drops below six (6), the University and the UFF shall meet to select one or more additional Neutral Pool members through the process outlined above.

A new panel may be selected annually, at the initiation of the University or the UFF, on written notice no later than November 30th.

(g) If at any time the number of members of the Employee Pool drops below ten (10), the departing member's vacancy shall be filled by the President (or designee) or the UFF President, as appropriate.

(3) Selection of a Panel.

(a) Within fourteen (14) days after receipt of a notice of intent to proceed to neutral, internal policy dispute resolution, representatives of the University and the UFF shall meet for the purpose of selecting a Panel.

(b) The President or designee shall appoint one member of the Employee Pool to serve on the Panel.

(c) The UFF President shall appoint one member of the Employee Pool to serve on the Panel.

(d) The appointees to the Panel pursuant to (b) and (c) above, shall select the third member of the Panel, who shall be selected from the Neutral Pool. Selection from among Neutral Pool members shall be by mutual agreement or by alternately striking names from the eligible members of the Neutral Pool list. Each side shall have two strikes. The right of the first choice to strike from the list shall be determined by the flip of a coin. Unless the parties mutually agree to one of the remaining two panelists, a flip of the coin will determine which of the remaining two Neutral Pool members shall hear the complaint. The parties may mutually select as the third panel member an individual who is not a member of the Neutral Pool.

(e) The appointee from the Neutral Pool shall serve as the Chair of the Panel and shall be governed by the Code of Professional Responsibility for Arbitrators of Labor-Management Disputes of the National Academy of Arbitrators, the American Arbitration Association, and the Federal Mediation and Conciliation Service.

(f) The hearing by the Panel shall be held within sixty (60) days following the selection of the Panel.

(4) Authority of the Panel.

(a) The Panel shall not add to, subtract from, modify, ignore, or alter the terms or provisions of any BOT-UFF Policy or the BOT-UFF Agreement. Neutral, Internal Resolution of Policy Disputes by a Panel shall be confined solely to the application and/or interpretation of BOT-UFF Policies and the precise issue(s) submitted for Neutral, Internal Resolution of Disputes. In rendering its decision, the Panel shall refrain from issuing any statements of opinion or conclusions not essential to the determination of whether the act or event giving rise to the complaint violated applicable University regulation or policy.

(b) Where an administrator has made a judgment involving the exercise of discretion, such as decisions regarding promotion under the BOT-UFF Promotion Policy, the Panel shall not substitute its judgment for that of the administrator. Nor shall the Panel review such decision except for the purpose of determining whether the decision has violated BOT-UFF Policy.

(c) The Panel shall not have the power to award promotion or tenure.

(d) If the Panel determines that a BOT-UFF Policy has been violated, the Panel shall direct the University to take appropriate action. The Panel may award back salary where the Panel determines that the employee is not receiving the appropriate salary from the University, but the Panel may not award other monetary damages or penalties. If notice that further employment will not be offered is not given on time, the Panel may direct the University to renew the appointment only upon a finding that no other remedy is adequate, and that the notice was given so late that (a) the employee was deprived of reasonable opportunity to seek other employment, or (b) the employee actually rejected an offer of comparable employment which the employee otherwise would have accepted.

(e) A Panel's decision awarding employment beyond the sixth year shall not entitle the employee to tenure. In such cases the employee shall serve during the seventh year without further right to notice that the employee will not be offered employment thereafter. If an employee is reappointed at the direction of a Panel, the President or designee may reassign the employee during such reappointment.

(5) Conduct of Hearing.

The Panel shall hold the hearing in Miami-Dade County, unless otherwise agreed by the parties. The hearing shall commence within twenty-five (25) days of the all Panel members' acceptance of selection, or as soon thereafter as is practicable, and the Panel shall issue the decision within thirty (30) days of the close of the hearing or the submission of briefs, whichever is later, unless additional time is agreed to by the parties. The decision shall be in writing and shall set forth findings of fact, reasoning, and conclusions on the issues submitted. Except as expressly specified in this Policy, the provisions of the Florida Arbitration Code, Chapter 682, Florida Statutes, shall not apply. Except as modified by the provisions of this Policy, Neutral, Internal Resolution of Policy Disputes by a Panel proceedings shall be conducted in accordance with the Labor Arbitration Rules and Procedures of the American Arbitration Association.

(6) Effect of Decision. The decision or award of the Panel shall be final and binding upon the University, the UFF, and the complainant, provided that either party may appeal to an appropriate court of law a decision that was rendered by a Panel acting outside of or beyond the Panel's jurisdiction pursuant to Florida law concerning the right of appeal of a similar decision rendered in an arbitration.

(7) Venue. For purposes of venue in any judicial review of a Panel's decision issued under this Policy, the parties agree that such an appeal shall be filed in the courts in Miami-Dade County, Florida, unless both parties specifically agree otherwise in a particular instance. In an action commenced in Miami-Dade County, neither the University nor the UFF will move for a change of venue based upon the defendant's residence in-fact if other than Miami-Dade County.

(8) Fees and Expenses. All fees and expenses of the Neutral, Internal Resolution of Policy Disputes by a Panel shall be divided equally between the parties, unless mutually agreed otherwise. Each party shall bear the cost of preparing and presenting its own case. The party desiring a transcript of the Panel hearing shall provide written notice to the other party of its intention to have a transcript of the Panel hearing made at least one week prior to the date of the hearing. The party desiring such transcript shall be responsible for scheduling a stenotype reporter to record the proceedings. The parties shall share equally the appearance fee of the stenotype reporter and the cost of obtaining an original transcript and one copy for the party originally requesting a transcript of the proceedings. The requesting party shall, at its expense, photocopy the transcript received from the reporter and deliver the photocopy to the other party within five days after receiving the copy of the transcript from the reporter.

(9) Retroactivity. A Panel's award may or may not be retroactive as the equities of each case may demand, but in no case shall an award be retroactive to a date earlier than thirty (30) days prior to the date the complaint was initially filed in accordance with this Policy.

HISTORY (R*)

Adopted: February 27, 2006; Re-adopted: November 14, 2008; July 1, 2011.

RESPONSIBLE UNIVERSITY DIVISION/DEPARTMENT (R*)

Division of Academic Affairs
Florida International University

RESPONSIBLE ADMINISTRATIVE OVERSIGHT (R*)

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FORMS/ONLINE PROCESSES (O)

Florida International University/United Faculty of Florida
Neutral, Internal Resolution of Policy Disputes Complaint Form

Florida International University/United Faculty of Florida
Neutral, Internal Resolution of Policy Disputes
Request for Step 2 Review

Florida International University/United Faculty of Florida
Neutral, Internal Resolution of Policy Disputes
Notice of Intent to Proceed to Neutral, Internal Policy Dispute Resolution by a Panel

Florida International University/United Faculty of Florida
Neutral, Internal Resolution of Policy Disputes
Assignment Dispute Resolution Form

Link(s) to the above referenced Forms available in the "Document Details" Section of the online version of this policy document.

***R = Required *O = Optional**