**Request for Appeal and Agreement** **for Binding Arbitration**

**Public Safety Officers’ Supplemental Benefits Plan under A.R.S. § 38-961**

**REQUEST FOR APPEAL**

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Officer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Employing Agency: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Specify Nature of Dispute:

\_\_\_Denial of Benefits

\_\_\_Suspension of Benefits

\_\_\_Termination of Benefits

Attached:

Determination by Employing Agency, dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Affirmance of Determination by Employing Agency, dated \_\_\_\_\_\_\_\_\_\_\_\_\_

The undersigned Officer requested reconsideration in accordance with the Public Safety Officers’ Supplemental Benefits Plan, Appeal of Decision to Terminate Benefits provisions and hereby requests to appeal the employing agency’s denial to the Industrial Commission of Arizona for binding arbitration consistent with the Agreement below.

**AGREEMENT FOR BINDING ARBITRATION**

The undersigned Officer and Employing Agency, through its duly authorized representative, hereby agree to final and binding arbitration, in accordance with the provisions of the Public Safety Officers’ Supplemental Benefit Plan Policy, its Appendices and this Agreement concerning the appeal of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [the employing agency’s] final determination to deny, suspend or terminate the officer’s participation in the Plan.

Further, the Officer and Employing Agency agree the arbitrator shall have the authority to award remedies, and that the decision of the arbitrator shall be final, conclusive and binding on the parties to the arbitration.

**Adjournment or Continuance of Arbitration**

The arbitrator may adjourn the arbitration as necessary and, may continue the arbitration upon request of a party and for good cause, or upon the arbitrator’s own motion.

**Burden of Proof**

The burden of proof is on the officer by a preponderance of the evidence as to the officer’s eligibility for the Plan.

**Failure to Appear**

After delivering the Notice of Arbitration individually to each party in a manner reasonably anticipated to provide notice regarding any appearances or hearings, the arbitrator may hear and determine disputes upon the evidence produced notwithstanding the failure of a party duly notified to appear.

**Record of Arbitration/Costs**

A record of the arbitration shall be made at the request of a party or in the discretion of the arbitrator. If requested by the arbitrator, the costs of recording and transcription shall be paid by the employing agency. If requested by a party, the costs of recording and transcription shall be at the requesting party’s own expense. A non-requesting party may request a transcription or obtain a copy of a transcript at the party’s own expense.

**Arbitration Award**

An arbitration award shall be made within 5 business days after arbitrator deems the matter submitted. The arbitration award shall be in writing and signed by the arbitrator. It shall include a brief informal discussion of the factual and legal basis for the award. Formal findings of fact and law are not required. The arbitrator shall serve copies of the arbitration award on the officer, the employing agency, and ADOA Risk Management and Benefit Services.

**Modification or Correction of Arbitration Award**

The arbitration award is final when issued unless within 5 business days, one of the parties files a request for modification or correction of the award. The arbitrator may modify or correct the award to correct a mistake of fact, a miscalculation of figures, or the award or some portion thereof that exceeds the arbitrator’s authority. The request must be in writing and signed by the requesting party or the authorized representative with the reasons for request stated.

If the arbitrator determines that it is an appropriate request, the arbitrator will send the request to the other party and set a deadline for response. The responding party shall submit the original response to the arbitrator and a copy to the other party by mail.

A mistake of fact is an error in such things as a date, time, place or name that affects the merits of the award; it is not a conclusion of the arbitrator with which the party disagrees.

A miscalculation of figures is an arithmetic error; it is not an amount that the party considers to be unfair.

The arbitrator will not accept a request for modification or clarification that attempts only to reargue the case or that is based solely upon the party’s disagreement with the award. Such requests will be summarily dismissed.

**Decision Affirming, Modifying or Correcting Award**

The arbitrator shall have 5 business days from receipt of the response to issue a written decision affirming, modifying, or correcting the award. The decision is final when issued.

**Change of Time Periods**

For good cause, the arbitrator may change any period of time stated herein.

The parties, with the arbitrator’s consent, may agree in writing to change any period of time stated herein.

Failure to issue the award or a decision affirming, modifying or correcting the award within the time periods specified in herein does not render the award or decision invalid.

**Limitation of Liability**

The Industrial Commission, its employees, and any ALJ assigned to arbitrate a matter arising out of the Public Safety Officers’ Supplemental Benefits Plan under A.R.S. § 38-961 shall not be liable for any act or omission in connection with the arbitration.

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This is the complete Agreement of the parties concerning resolution of the arbitration matter, except that the Public Safety Officers’ Supplemental Benefit Plan Policy and its Appendices also applies. At the request of the Officer, or the Officer’s duly authorized representative, the Employing Agency shall provide a copy of the Public Safety Officers’ Supplemental Benefit Plan Policy.

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Officer Employing Agency Representative

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Date Date

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