

Article 25

ARBITRATION

A. PROCEDURES

1. An appeal to arbitration may be made only by the Union and only after exhaustion of the Grievance Procedure. The appeal to arbitration must be submitted on a form which has been mutually agreed upon by the parties and must be received by the Berkeley Campus Personnel Office within twenty (20) work days of the date of mailing of the University grievance decision to the Union. Proof of Service must accompany the appeal to arbitration.
2. The Union, in making such an appeal to arbitration, must set forth the issues and remedies remaining unresolved. Absent resolution during this period, the University shall review the grievance and begin the process to select an arbitrator.
3. At each step prior to arbitration, the parties shall ensure that all facts in support of the grievance are made known prior to arbitration and shall not seek to introduce new issues, allegations, evidence or facts at the arbitration hearing. No later than five (5) work days prior to the arbitration the Union and the University shall attempt to stipulate to the issue(s) and facts to be arbitrated. Settlement offers made during the Grievance Procedure shall not be used against a party in arbitration. The arbitration hearing shall be closed unless the parties otherwise agree in writing.

B. SELECTION OF ARBITRATORS

1. As soon as the grievance is determined to be ready for arbitration, the Union and the University by mutual agreement shall select an arbitrator from the list below. If mutual agreement is not possible, then the parties shall alternately strike the name of arbitrators until a final name exists. The parties will flip a coin to determine who begins the strike off. The party who wins the flip of the coin shall determine who begins the strike off.
2. The arbitrator will be selected from the following:
Robin Matt
Wayne Estes
Alonzo Fields
Joe Gentile
Matthew Goldberg
John Kagel
Tom Roberts
3. The University shall notify the selected arbitrator and upon the arbitrator's acceptance, the arbitrator shall fix a date and time for the hearing which is mutually convenient to the parties.
4. When a member of the arbitration list resigns from the list, or when the parties mutually agree to remove an arbitrator from the list, the arbitrator shall be replaced within forty (40) work days.

C. TERMS AND CONDITIONS OF ARBITRATION

Every grievance submitted to arbitration shall be subject to the following:

1. The arbitration proceeding shall provide an opportunity for the Union and the University to examine and cross-examine witnesses under oath and to submit relevant evidence. Relevant material and the names of all witnesses who are to be called shall be identified by the parties no later than five (5) work days prior to the hearing.
2. The jurisdictional authority of the arbitrator is limited to the determination of a grievance as defined in Article 24, Grievance Procedure, which is submitted to the arbitrator consistent with this Agreement. The arbitrator shall not have jurisdiction to hear or decide a grievance which is not received within the required time limits.
3. The arbitrator shall be limited to the interpretation of the Agreement regarding the issues submitted and shall have no power to add to, delete from, or otherwise alter the terms of the Agreement.
4. The arbitrator, following the close of the record of the hearing, shall consider the evidence presented and render a written decision. The written decision shall include a brief description of each issue under submission, the position of the parties, the findings of facts, the arbitrator's conclusion(s) as to violation of the Agreement, if any, and, where appropriate, a remedy.
5. If the grievance is sustained in whole or in part, the remedy shall not exceed restoring to the employee the pay, benefits, or rights lost as a result of a violation of the Agreement, less any remuneration, payments or benefits received from any source, including, but not limited to, Worker's Compensation and Unemployment Insurance benefits.
6. The arbitrator shall have no authority to award back wages or other financial relief, nor shall the University be liable on a grievance claiming back wages or other financial reimbursement for:
 - a. any period of time during which an extension of time limits has been granted at the request of the Union; or
 - b. any period of time between the first date the arbitrator is available for an arbitration hearing and the date of the hearing, when the first date is rejected by the Union; or
 - c. any period of time greater than forty-five (45) calendar days prior to the date of the Informal Review, Step 1 of the Grievance Procedure discussion or, for those grievances initiated at Step 3, forty-five (45) days prior to the date of the University review.
7. The decision of the arbitrator, when made in accordance with the arbitrator's jurisdiction and authority established by this Agreement, shall be final and binding upon the University, the Union, and the employee or employees involved.
8. The arbitrator's fees shall be borne equally by the parties. Expenses for stenographic or other services or facilities shall be borne by the party requesting such services or facilities unless the parties otherwise agree in advance.

D. EMPLOYEE PAY STATUS

Whenever an arbitration hearing or a meeting held to resolve the grievance is scheduled

during the regular work time of an employee who is the grievant or a representative of the grievant, reasonable release time with pay shall be granted to the employee(s) involved so long as the request for release time is received in advance. Employees so released shall be granted leave with pay. Employees called as witnesses may be released from work with reasonable advance request and granted leave with pay for reasonable time spent in meetings held to resolve the arbitration and for the time spent testifying in the arbitration hearing. Time spent in investigation and preparation for the Grievance Procedure and the arbitration shall not be on pay status. Employees shall not be paid for attendance at meetings or arbitrations held outside the employee's scheduled work time.

E. TIME LIMITS

Time limits may be extended by mutual agreement of the parties in writing in advance of the expiration of the time limit.