

ARTICLE 25. ARBITRATION PROCEDURE

A. Request for Arbitration.

A request for arbitration may be made only by the Union and only after exhaustion of the Grievance Procedure. The request for arbitration must be received by the University Labor Relations Manager within thirty (30) calendar days of the receipt of the campus grievance decision by the Union from the designated University official. Proof of service must accompany these mailings.

B. Selection of Arbitrators.

Within ten (10) calendar days from receipt from the Union of its decision to request arbitration, the parties shall meet to select an arbitrator. Should the parties fail to select a mutually agreeable arbitrator within seven (7) calendar days of their first meeting, the parties shall request a list of seven (7) names from the American Arbitration Association. Upon receipt of the A.A.A. list, the parties shall meet and each shall eliminate the name of three (3) arbitrators from the list of seven (7) and the remaining person shall be the arbitrator. The party which wins the toss of a coin shall begin the striking of names.

C. Arbitration Procedure.

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 prior to the hearing. To the extent possible, witnesses and material should be identified at least seven (7) calendar days prior to the hearing.
2. The arbitrator may not admit settlement offers as evidence at the arbitration hearing.
3. Prior to the arbitration the Union and the University shall attempt to stipulate as to the issue(s) to be arbitrated and to as many facts as possible.
4. Settlement proposals may be offered at any stage prior to or during arbitration.
5. The arbitration hearing shall be closed to the public, unless the parties otherwise agree in writing.
6. 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

The arbitrator shall be limited to interpreting the written provisions 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. The arbitrator shall have no jurisdiction to decide a grievance which was not received by the University within the time limits set forth in Article 24, Sections B.2 and B.3. The arbitrator shall not have jurisdiction to decide issues not specifically identified on the initial grievance form filed by the Union.

7. 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 agree otherwise in advance.

A. Decision and Remedy.

1. If the grievance is sustained in whole or part, and subject to the limitations set forth in Section D.2. below, 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 compensation and benefits received from any source, including, but not limited to, Workers' Compensation and Unemployment Insurance benefits. The decision of the arbitrator, within the limits described herein, shall be final and binding and distributed to the parties within thirty (30) calendar days of the close of the record of the hearing, unless the parties agree in writing to an extension of time.
2. The arbitrator shall have no authority to award back wages or other monetary reimbursement, nor shall the University be liable on a grievance claiming back wages or other monetary reimbursement for:
 - a. any period of time during which an extension of time limits has been granted by the University 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.

B. Release Time and Pay Status.

Whenever an arbitration hearing or a meeting convened to resolve the arbitration is scheduled during the regular work time of an employee who is a grievant or a representative, reasonable time with pay shall be granted to the employee(s) involved so long as a written request for release time is received at least twenty-four (24) hours in advance. Employees so released shall be granted leave with pay. When arbitrations or meetings occur outside an employee's scheduled work time no

employee release time shall be granted. University employees called as witnesses may be released from work with reasonable advance request and granted leave with pay for reasonable time spent in meetings convened to resolve the arbitration and for the arbitration hearing. Time spent in investigation and preparation for arbitration shall not be on pay status.