ARTICLE XXII
ARBITRATION PROCEDURE

Section A: REQUESTS 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 Labor Relations Department within seven (7) calendar days of the date of receipt of the University's grievance answer to the Union. Proof of service must accompany these mailings. The Union, in making such a request for arbitration, must set forth in writing the issues and remedies remaining unresolved. The Labor Relations Department shall review the request, and absent resolution within seven (7) calendar days of the date received, begin the process to select an arbitrator. The parties, in dealing with the grievance at each step prior to arbitration, shall ensure that all facts in support of their position on the grievance are made known and shall not seek to introduce new issues, allegations, evidence or facts at the arbitration hearing. No later than five (5) calendar days 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. Settlement offers made during the Grievance Procedure shall be excluded from use in arbitration. The arbitration hearing shall be closed unless the parties otherwise agree in writing.

Section B: SELECTION OF ARBITRATORS

1. No later than seven (7) calendar days after receipt of the Union's request for arbitration, the Union and the University will attempt to mutually select an arbitrator. If this effort is not successful within seven (7) calendar days of the beginning of such an attempt, the Union or the University, or both, within the next seven (7) calendar days only may request the American Arbitration Association to submit a list of seven (7) qualified arbitrators, none of whom may be in the employment of the University. It is understood and agreed that the labor arbitration rules of the American Arbitration Association shall not apply to this Agreement. If one of the seven (7) arbitrators on the list is not mutually agreeable, then the arbitrator shall be selected from the list by alternately striking names, beginning with the Union until one name remains. This person shall act as the arbitrator.

2. If the parties mutually agree that the list of arbitrators is unsatisfactory, a second list of seven (7) may be mutually requested from the American Arbitration Association. The same procedure for selection as set forth above shall be followed.

3. Either the University or the Union or both shall notify the selected arbitrator and upon the arbitrator's acceptance, the arbitrator shall fix a date and time for the hearing.

Section C: TERMS AND CONDITIONS OF ARBITRATION

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 material and the names of all witnesses who are to be called shall be identified by the parties no later than seven (7) days prior to the hearing.
2. 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 and 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 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. If the grievance is sustained in whole or in part, the remedy shall not exceed making the employee whole by restoring 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. 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.

3. 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.

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

Section D: EMPLOYEE WITNESS PAY STATUS

An employee who loses time from the employee's work during the employee's regularly scheduled working hours when testifying at an arbitration hearing, shall do so without loss of time or pay.

Section E: LIMITATION ON LIABILITY

Except as otherwise specifically provided, the University will not be liable on a grievance claiming back wages or other monetary reimbursement for any period of time during which an extension of time limits has been granted at the request of the Union; or

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

Any period of time greater than thirty (30) calendar days prior to the date of the informal discussion in Step 1 of the Grievance Procedure discussion.