ARTICLE 22
ARBITRATION PROCEDURE

A. Request for Arbitration
A request for arbitration may be made only by the Union, and only after receipt of the Step 2 decision or within thirty (30) calendar days after the date on which the Step 2 decision is due, or within thirty (30) calendar days after the date on which there was an agreement to waive the Step 2 grievance meeting. The request for arbitration must be received by the designated University official within thirty (30) calendar days of the receipt of University's Step 2 Decision. Proof of Service must accompany a request for arbitration that is mailed.

B. Selection of Arbitrators
Within fourteen (14) calendar days of a request for arbitration, the parties shall select an arbitrator. If the parties cannot agree on an arbitrator, they shall strike names from the following list in order to select an arbitrator:

- Lou Zigman
- Anthony Giorgio
- Mark Burstein
- Frank Silver
- Jan Stiglitz
- Kenneth A. Perea
- Jill Klein
- Frederick Horowitz
- Edna Francis

C. Arbitration Procedure
1. The arbitration proceeding shall provide an opportunity for the parties to examine and cross-examine witnesses under oath and to submit relevant evidence. At least fourteen (14) calendar days prior to the hearing, the parties shall exchange relevant documentary evidence and the names of the witnesses who will be called to testify at the hearing.

2. The arbitrator shall not have the authority to admit settlement offers as evidence at the arbitration hearing.

3. Prior to the arbitration the parties shall attempt to stipulate as to the issue(s) to be arbitrated and to as many facts as possible.

4. The parties can settle a case at any time.

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 description of each issue under submission, the position of the parties, the findings of
fact, the arbitrator's conclusion(s) as to violation of the Agreement, if any, and, where appropriate, a remedy.

D. The Arbitrator's Role
The arbitrator shall be limited to interpreting the written provisions of the Agreement regarding the alleged violation of the Agreement, as described in the formal written grievance or as agreed to by both parties. The arbitrator shall have no authority to add to, delete from, or otherwise alter the terms of the Agreement. The arbitrator shall have no authority to decide a grievance or request for arbitration which was not received by the University within the time limits set forth in this Agreement, except when both parties agree otherwise. The arbitrator shall have no authority to decide issues not specifically identified in the formal written grievance, except when both parties agree otherwise. The arbitrator shall have no authority to issue subpoenas.

E. Arbitration Costs
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, except when both parties agree otherwise.

F. Arbitrator's Decision and Remedy
1. The arbitrator shall not have the authority to award a remedy that exceeds 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, Worker's Compensation and Unemployment Insurance benefits. The decision of the arbitrator, within the limits described herein, shall be final and binding.

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 date a hearing was originally scheduled to be held and, due to a request from SETC to postpone or change the scheduled hearing, the rescheduled date of the hearing; 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.