ARTICLE 24. 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 Employee & Labor Relations Manager or designee within thirty (30) calendar days of the receipt of the campus grievance decision by the Union from the designated University official. Requests for arbitration may be mailed, hand-delivered or emailed to the University per the instructions set out in the Grievance Form in Appendix B, and must be received prior to 5:00pm of the last day of the filing period.

B. Selection of Arbitrators
Within twenty (20) 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 and the remaining person shall be the Arbitrator. The Union and the University agree to alternate which party 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 fact, the Arbitrator's conclusions as to the violations of the Agreement, if any, and, where appropriate, a remedy.

7. 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 23, Section B., Paragraph 2. The Arbitrator shall have no jurisdiction to decide issues not specifically identified on the initial grievance form filed by the Union.

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 agree otherwise in advance.

D. Decision and Remedy

1. If the grievance is sustained in whole or in 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, subject to the general principles of mitigation. 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 greater than forty-five (45) calendar days prior to the date of the informal review,
      Step 1, of the grievance procedures.

E. Released Time and Pay Status

1. 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 released time with
   pay shall be granted to the employee(s) involved so long as a written request for released time is received
   at least twenty-four (24) hours in advance. Employees so released shall be granted Leave With Pay.
   When an Arbitration Hearing or a meeting occurs outside an employee's scheduled work time, no
   employee released time shall be granted.

2. 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.

3. Time spent by the grievant(s) or Union representative in investigation and preparation for an Arbitration
   Hearing shall be on Pay Status as follows:

   a. Up to a maximum of ten (10) hours per month not to exceed fifteen (15) hours per case in total, will
      be granted to bargaining unit employees for the preparation of a case that has been scheduled for
      hearing in arbitration; and
   
   b. A request for release time described in subsection (a) must be made to the grievant’s and/or the
      representative’s immediate supervisor at least twenty-four (24) hours in advance of the activity.