ARTICLE 23
ARBITRATION PROCEDURE

1. A request for arbitration or referral to the Joint Conference Board (JCB) may be made only by the UNION and only after exhaustion of the Grievance Procedure unless mutually agreed by the parties to proceed immediately to the JCB. The request must be received by the designated CAMPUS or LABORATORY official within twenty (20) calendar days of the mailing of the CAMPUS or LABORATORY grievance decision to the UNION and must be accompanied by a Proof of Service. The UNION must use a form provided by the UNIVERSITY and must set forth the issues and remedies remaining unresolved.

2. The UNION, in presenting the grievance to the CAMPUS or LABORATORY at each step prior to arbitration, or consideration by the Joint Conference Board (JCB), shall ensure that all facts in support of the grievance are made known and may not introduce new issues, allegations, evidence or facts at the hearing. Prior to the arbitration or consideration by the Joint Conference Board the UNION and the CAMPUS or LABORATORY shall stipulate to the issue(s) to be considered and to as many facts as possible. Settlement offers made during the Grievance Procedure may not be introduced against a party at the Joint Conference Board or at the arbitration. The arbitration hearing or Joint Conference Board meetings shall be closed unless the parties otherwise agree in writing.

3. Joint Conference Board. The parties to the Agreement hereby establish a Joint Conference Board of four (4) members. Two (2) members shall be appointed by the UNION, and two (2) members by the CAMPUS or LABORATORY. Neither the UNIVERSITY nor the UNION shall appoint members to the Joint Conference Board who have been actively involved as a counselor, representative or observer in the grievance to be considered by the Board.

4. The Joint Conference Board shall agree upon and determine the time and place of meetings, the rules of procedure, and all other details necessary to promote and carry on business for which it is appointed. The Board shall elect a chair and a secretary from its membership. At each location, the chairship will rotate between a representative from the UNIVERSITY and a representative from the UNION. The chair and secretary will not both be representatives from the same party.

When a grievance cannot be resolved through the Grievance Procedure described above, the UNION may refer the same to the Joint Conference Board for determination. Such referral shall be in writing on the agreed-upon form and shall be addressed and sent to the designated official at the CAMPUS or LABORATORY as appropriate. The referral shall state the UNION’s understanding of the issue. Not later than five (5) calendar days after receipt of service, the UNIVERSITY may, but need not, inform the UNION in writing of its own understanding of the dispute or disagreement.

Upon referral of the matter, the UNIVERSITY shall schedule a meeting of the Joint Conference Board. The Board shall take jurisdiction and proceed to a determination of the dispute or disagreement.
If the Joint Conference Board, after meeting, cannot or does not unanimously agree on a
decision on any such matter within fifteen (15) calendar days after the hearing is closed, it
shall lose jurisdiction thereof. The UNION, within fifteen (15) calendar days, may then refer
the matter to binding arbitration.

5. Selection of Arbitrator: The UNION and CAMPUS or LABORATORY may mutually agree to the
selection of any qualified and available person to serve as an arbitrator. Absent such mutual
agreement, the UNION and CAMPUS or LABORATORY agree to obtain a list of five prospective
arbitrators from the American Arbitration Association with the cost of the service being shared
equally by the respective parties. In the event a mutually agreeable arbitrator cannot be
selected from this list, the arbitrator will be determined by the parties alternately crossing off
names until only one remains. The initial cross-off shall be determined by the toss of a coin.

6. The arbitration proceeding shall provide an opportunity for the UNION and CAMPUS or
LABORATORY 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 should be
named at least seven (7) days prior to the hearing.

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 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.

7. 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
compensation and benefits received from any source, including, but not limited to, Workers'
Compensation and Unemployment Insurance benefits. When the parties mutually agreed to an
extension of the time limits set forth in Article 22, back pay or other monetary relief may be
granted for the period of such extension upon agreement of the parties. Back pay or monetary
relief shall not be provided for 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 Step
4 if the grievance was initiated at Step 4.

8. 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.

9. 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.

10. Time limits may be extended by mutual agreement of the parties in writing in advance of the
expiration of the time limit.
Whenever an arbitration hearing or a meeting to resolve the arbitration takes place during the regular work time of an employee who is a grievant or a representative, reasonable release time with pay shall be granted to the employee(s) involved so long as the request for release time is received at least 24 hours in advance. Employees so released shall be granted leave with pay. When such hearings or meetings take place outside an employee's scheduled work time no employee release time shall be granted. CAMPUS or LABORATORY employees called as witnesses may be released from work with 24 hours advance request and granted leave with pay for reasonable time spent in meetings to resolve the arbitration and for the arbitration hearing. Time spent in investigation and preparation for arbitration shall not be on pay status.