ARTICLE 27 - ARBITRATION PROCEDURE

A. Request for Arbitration

1. A request for arbitration may be made only by the Union and only after exhaustion of the Grievance Procedure except as provided in Article 25, Section G (Disciplinary Review Conference) of this Agreement. The written request for arbitration must be sent by mail with proof of service or email. The written request for arbitration must be received by the appropriate Campus or UCLA Health System Labor Relation’s Office within thirty (30) calendar days of the Union’s receipt of the Step 3 grievance decision.

2. An appeal to arbitration shall not prohibit efforts by the University and Teamsters Local 2010 to resolve the grievance during the time the appeal is pending and until such time that an arbitrator has rendered his or her decision.

3. Teamsters Local 2010 shall have full authority to settle, withdraw or otherwise dispose of any grievance brought on behalf of the union and/or on the behalf of employees. An agreement by the parties to settle, withdraw, or otherwise dispose of a grievance appealed to arbitration shall be binding upon the grievant(s).

B. Selection of Arbitrators

1. Within fourteen (14) calendar days of a request for arbitration, the parties shall attempt to reach agreement on an arbitrator from the List of Arbitrators contained in Appendix A. If no agreement is reached, the parties shall use the arbitrators listed herein by randomly drawing three names. The first arbitrator's name drawn shall be contacted and if the arbitrator's first available date is more than sixty (60) calendar days from the date of the request, the parties may agree to contact the second arbitrator's name drawn. If the second arbitrator's first available date is more than sixty (60) calendar days from the date of request, the parties may agree to contact the third arbitrator. If the third arbitrator is not available as specified above, the selection process shall be repeated until an arbitrator is selected.

2. The parties, by written mutual agreement, may agree to waive or modify the process for selecting an arbitrator as described in Section B.1 above on a case-by-case basis.

C. Scope of Arbitration

1. Unless there is an agreement by both parties to modify the scope of the hearing, the issue(s) to be heard by the arbitrator shall solely and in its entirety be restricted to the Article(s) filed with the grievance. Issues or allegations which were known or should have been known to either party but not introduced by Step 3 of the Grievance Procedure shall not be introduced by either party at the arbitration hearing, except as provided in Section C.2 below.

2. When practicable, the University shall inform Teamsters Local 2010 in writing of its intent to assert the issue of arbitrability prior to the selection of the arbitrator according to Section B.1. above. The issue(s) of arbitrability shall be resolved in a hearing prior to and separate from the hearing (if any) about the substantive facts
and/or allegations in dispute, except as provided in Section C.3., below. In such a case, the parties shall use the selection process described in Section B.1. above to select two (2) arbitrators. The first arbitrator will be selected to hear the issues of arbitrability and the second arbitrator will be selected to decide the merits of the case if the issues are determined to be arbitrable. Unless either party requests a full and complete arbitration proceeding on the arbitrability issue, the first arbitrator shall issue either a bench decision, or upon either party’s request, a written decision within 7 calendar days of the completion of the arbitrability hearing. In the event that the first arbitrator, as a result of the arbitrability hearing referenced above determines a matter to be arbitrable, the first arbitrator shall have no authority to decide the issues pursuant to the merits of the case. A hearing on the merits of the case will be scheduled with the second arbitrator, unless the parties agree otherwise.

3. If the University raises the issue of arbitrability for the first time after the selection of an arbitrator, a single hearing on the issue of arbitrability and the substantive facts will be held, unless the parties agree otherwise. The hearing(s) shall proceed as described in Section D below.

4. Section C.1 and Section C.2 above shall not prevent the parties from agreeing in writing to combine the arbitrability hearing with the hearing on the merits of the case or from agreeing to separate hearings on the arbitrability and the merits of the case before a single arbitrator.

D. Arbitration Procedure

1. The arbitration procedure 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 and provided to the opposing party prior to the hearing. At least seven (7) calendar days prior to the hearing, each party shall make a good-faith effort to disclose to the other side the following:

   a. a list of proposed witnesses;

   b. a list and copy of proposed documentary evidence; and

   c. a list and copy of any other proposed evidence.

   The failure to timely disclose these lists or copies of evidence may, at the discretion of the arbitrator, result in the exclusion of evidence from the arbitration.

2. The arbitrator may not admit settlement discussions or 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.

6. The arbitrator shall have the authority to subpoena and require the attendance of witnesses and production of documents upon the reasonable request of either party.

7. In all cases appealed to arbitration pursuant to the terms of this Article and this Agreement, Teamsters Local 2010 has the burden of initiating the steps in the procedure. Except for those cases in which the issue is that of actions taken by the University pursuant to Article 25 - Discipline & Dismissal, Teamsters Local 2010 shall have the burden of proof. In cases in which the issue is that of actions taken by the University pursuant to Article 25 - Discipline & Dismissal, the University shall have the burden of proof. For all arbitrations, the burden of proof shall be preponderance of the evidence. The arbitrator shall not have the authority to heighten or lessen the burden of proof.

8. 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 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. If the arbitrator determines that a grievance was not received by the University within the time limits set forth in Article 26, Section B, the arbitrator shall have no jurisdiction to decide the merits of the grievance.

9. The arbitrator's and stenographer’s fees shall be borne equally by the parties. Expenses for other services or facilities shall be borne by the party requesting such services or facilities unless the parties agree otherwise in advance.

E. Decision and Remedy

1. If the grievance is sustained in whole or in part, and subject to the limitations set forth in Paragraph 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 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 arbitrator notifies the parties that the time frame can not be met.

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 sixty (60) calendar days prior to the date of the filing of the grievance at Step 2 of the Grievance Procedure, except for the correction of mathematical, calculation, recording or accounting errors. For grievances involving the correction of an error in the payment of wages or the correction of mathematical calculations, recording or accounting errors relating to the payment of wages (for example vacation leave, holidays, overtime, military leave or the amount of shift differentials, if any) shall not be made retroactive to a date earlier than two years prior to the date of the filing of the grievance at Step 2 of the Grievance Procedure.

F. Release Time and Pay Status

1. Whenever an arbitration hearing or a meeting between the parties is convened to resolve an arbitration during the regular work time of an employee who is a grievant or a representative, release time with pay shall be granted to the employee(s) and one representative involved in said hearing or meeting so long as a request for release time is received at least twenty-four (24) hours in advance. For purposes of release time, it shall be assumed the employee is a day shift employee.

2. University employees called as witnesses shall be released from work, with reasonable advance request to the appropriate Campus or UCLA Health System Labor Relation’s Office, and granted leave with pay for reasonable time spent in meetings between the parties convened to resolve the arbitration and for the arbitration hearing.

3. Time spent in preparation for arbitration shall be on pay status as follows:

   a. a maximum of ten (10) hours per month will be granted for arbitration-related activity; and,

   b. a request for the release time described in subsection (a) above must be made to the appropriate Campus or UCLA Health System Labor Relation’s Office at least twenty-four (24) hours in advance of the activity.

G. Time Limits

For the purposes of this Article, time limits are calculated in calendar days, unless otherwise stated and deadlines that fall on a day that is not a University business day will automatically be extended to the next business day. All time limits may be extended by mutual written agreement of the parties in advance of the expiration of the time limit.