

ARTICLE 3 – ARBITRATION

A. Procedure

A request for arbitration may be made only by AFSCME and only after exhaustion of the grievance procedure. The request for arbitration must be received by the campus Office of Labor Relations within fifteen (15) working days of the date of the issuance of the University response at Step 4 of the Grievance Procedure (Article 9). The request must be submitted by AFSCME, and must set forth the issues and remedies remaining unresolved. Proof of Service must accompany these submissions. AFSCME shall not introduce new issues, allegations, evidence or facts at the arbitration hearing. Prior to the arbitration AFSCME and the University shall attempt to stipulate to the issue(s) to be arbitrated. 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. The Voluntary Labor Arbitration Rules of the American Arbitration Association effective January 1, 1984, shall apply to all arbitrations raised under this Article except as provisions herein govern.

B. Selection of Arbitrator

A list of seven (7) names shall be requested from the American Arbitration Association in a manner to be jointly agreed upon by the University and AFSCME. The American Arbitration Association Rules concerning Appointment from Panel shall apply except that if the parties fail to agree upon any of the persons named on the lists, the parties will request a new list and the procedures for Appointment from Panel will be repeated.

C. Conduct of Arbitration

1. The Arbitration proceeding shall provide an opportunity for AFSCME and the University to examine and cross-examine witnesses under oath and to submit relevant evidence. Relevant material to be introduced 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 five (5) working days prior to the hearing.
2. The arbitrator shall consider the evidence presented and render a written decision within thirty (30) calendar days of the close of the record of the hearing. 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 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 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, within the limits described herein, shall be final and binding.

D. Pay Status

Whenever an arbitration hearing or a meeting convened by the University and AFSCME to resolve the arbitration is scheduled during the regular work time of an employee

who is a grievant or witness required to be present reasonable release time with pay shall be granted so long as the request for release time is received in advance. Employee time spent at these meetings shall be considered time actually worked. Time spent in meetings outside the employee's scheduled work time shall not be on pay status. Time spent in investigation and preparation for arbitration shall not be on pay status although reasonable release time for witness interviewing may be granted at the discretion of the University. The University may, at its sole discretion, require that such release time be documented to indicate a record of the person(s) with whom the representative met, the identification of the arbitration issue involved, where the meeting took place, the length of the meeting, and the total time used by the representative for the activity being reported.

E. Back Pay and Monetary Reimbursement Liability

Except as otherwise specifically provided, the University will not be liable on a grievance claiming back wages or other monetary reimbursement for:

1. any period of time during which an extension of time limits has been granted at the request of AFSCME; or
2. 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 AFSCME; or
3. any period of time greater than twenty (20) working days prior to the date of the Informal Review, Step 1, or of the written Formal Grievance at Step 3, in the case of expedited procedure.

F. Arbitration Costs

The American Arbitration Association fee for its services in the selection of and notice to the arbitrator shall be borne equally by the parties. 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. If the arbitrator requires stenographic or other services or facilities, the parties shall share the expenses for these.

G. Extension of Time Limits

The time limits specified in this Article may be extended by mutual agreement of the University and AFSCME, in writing, in advance of the expiration of the time limits.

H. Location of the Hearing

AFSCME and the University shall mutually agree to the hearing place and shall inform the arbitrator in writing of the place where the arbitration is to be held.