
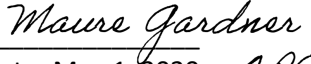


For the Union: 
Date: May 1, 2020

For the University: 
Date: May 1, 2020 *ARO*


Article _____: ARBITRATION

A. Arbitration

1. Request for Arbitration: A request for arbitration may be made only by the Union and only after exhaustion of the grievance procedure. The written request by the Union for arbitration must be received by the **INSERT NAME** within thirty (30) calendar days of the receipt of the University's written Step 3 grievance decision. Proof of service must accompany the written request for arbitration.

Selection of Arbitrators: Within fourteen (14) calendar days of a request for arbitration, the parties shall alternately strike one (1) name from the list below, the first strike being determined by a flip of a coin, and the last name remaining shall be the arbitrator.

2. The parties, by written mutual agreement, may agree to waive or modify the process for selecting an arbitrator as described in Section 1, on a case-by-case basis.
3. Arbitration Process:
 - a. 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 materials 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 materials should be identified at least seven (7) calendar days prior to the hearing.
 - b. The arbitrator may not admit settlement offers as evidence at the arbitration hearing.
 - c. 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.
 - d. Settlement proposals may be offered at any stage prior to or during arbitration.
 - e. The arbitration hearing shall be closed to the public, unless the parties otherwise agree in writing.

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- f. The arbitrator, following the close of the record of the hearing, 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 facts, the arbitrator's conclusion(s) as to the violation of the agreement, if any, and, where appropriate, a remedy.
- g. The University and the Union shall split the arbitrator's fees. Expenses for other services or facilities shall be borne by the party requesting such services or facilities unless the parties agree otherwise in advance.

B. Scope of Arbitration


- 1. Unless there is an agreement by both parties to modify the scope of the arbitration, the issue(s) to be heard by the arbitrator shall solely 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.
- 2. In the event that the University raises the issue of arbitrability, the parties agree that the matter of arbitrability and the merits will be combined into one arbitration.

3. Arbitrator's Authority

The arbitrator shall not have jurisdiction or authority to add to, amend, modify, nullify, or ignore in any way the provisions of this contract nor shall the arbitrator have the authority to review any academic or clinical judgment. To the extent that the University's action is based upon academic or clinical judgment, the arbitrator shall have no authority or jurisdiction to substitute his/her judgment for that of the University.

4. Decision and Remedy

If the grievance is sustained in whole or in part, and subject to the limitations set for in the paragraph below, the remedy shall not exceed restoring to the Resident the pay, benefits or rights lost as a result of a violation of the Agreement, less any compensation and/or benefits received from any source, including, but not limited to Workers' Compensation.

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The decision of the arbitrator shall be final and binding. The decision shall be distributed to the parties within thirty (30) calendar days of the close of the record of the arbitration, unless the arbitrator notifies the parties that the time frame cannot be met.

The arbitrator shall have no authority to award time-in-lieu of training or to extend the time limits for program completion.

5. Release Time and Pay Status

- a. Whenever an arbitration hearing or a meeting convened to resolve the arbitration is scheduled during the regular work time of a Resident who is a grievant, representative, or witness, reasonable release time with pay shall be granted to such Resident(s) involved so long as a written request for release time is received at least 24 hours in advance.
- b. When arbitrations or meetings occur outside a Resident's scheduled work time, no release time shall be granted.
- c. Time spent in investigating and preparation for arbitration shall not be on pay status.

6. List of Arbitrators

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- The parties reserve the right to strike or add names to the list of arbitrators.