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2 **Article 20**
3 **GRIEVANCE PROCEDURE AND ARBITRATION**

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5 (f) Step 3 Arbitration.

6 (1) Filing. If the grievance has not been satisfactorily resolved at Step 2, the UFF may,
7 upon the request of the grievant, proceed to arbitration by filing a written notice of the intent to
8 do so. Notice of intent to proceed to arbitration must be filed with the Office of the President
9 within fifteen (15) days after receipt of the Step 2 decision by the grievant's Step 2 representative
10 and shall be signed by the grievant and the state UFF President or representative, or state UFF
11 Director of Arbitrations Fifteen (15) days shall be determined by a receipt executed by the office
12 receiving the grievance, or by the date of mailing as determined by the postmark. The grievance
13 may be withdrawn at any time by the grievant or by the UFF President or Director of
14 Arbitrations at any point during Step 3. The parties shall stipulate to the issue(s) prior to the
15 arbitration. In the event a stipulation is not reached, ~~the parties shall proceed to a hearing on~~
16 ~~arbitrability pursuant to Section 20.8 (f)(4).~~ the parties shall proceed to a hearing on arbitrability
17 pursuant to Section 20.8 (f) (4). ~~the arbitrator shall frame the issues before him or her.~~

18 (2) ~~Selection of Arbitrator. Representatives of the University and the UFF shall meet~~
19 ~~within ninety (90) days after the execution of this Agreement for the purpose of selecting an~~
20 ~~Arbitration Panel of no less than five (5) members.~~ Selection of Arbitrator. For the first filing of
21 a notice of intent to arbitrate during the term of this contract, representatives of the University
22 and the UFF shall meet within fifteen (15) days after receipt of a notice of intent to arbitrate.
23 ~~of a notice of intent to arbitrate, representatives of the University and the UFF shall meet for the~~
24 ~~purpose of selecting an Arbitration Panel. of no less than six (6) members. ~~The Arbitration Panel~~~~
25 ~~which will be used for any further arbitrations during the term of the contract. The parties will~~
26 ~~meet to then select an arbitrator from an the Arbitration Panel consisting of new fewer than six~~
27 ~~(6) members. Selection of an individual arbitrator shall be by mutual agreement or by~~
28 ~~alternatively striking names from the Arbitration Panel until one name remains. The right of the~~
29 ~~first choice to strike from the list shall be determined by the flip of a coin. from the Panel.~~
30 ~~Selection shall be by mutual agreement or by alternately striking names from the Arbitration~~
31 ~~Panel list until one name remains. The right of the first choice to strike from the list shall be~~
32 ~~determined by the flip of a coin.~~ If the parties are unable to agree on to a panel of a panel of n
33 arbitrators, they shall follow the normal American Arbitration Association procedure for the
34 selection of an arbitrator. The parties may mutually select as the arbitrator an individual who is
35 not a member of the Arbitration Panel. The parties may mutually select as the arbitrator an
36 individual who is not a member of the Arbitration Panel. ~~The arbitration shall be held within~~
37 ~~sixty (60) days following the selection of the arbitrator.-~~

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(3) Authority of the Arbitrator.

1 a. The arbitrator shall neither add to, subtract from, modify, nor alter the terms or
2 provisions of this Agreement. Arbitration shall be confined solely to the application and/or
3 interpretation of this Agreement and the precise issue(s) submitted for arbitration. The arbitrator
4 shall refrain from issuing any statements of opinion or conclusions not essential to the
5 determination of the issues submitted.

6 b. Where an administrator has made a judgment involving the exercise of
7 discretion, such as decisions regarding tenure or promotion, the arbitrator shall not substitute the
8 arbitrator's judgment for that of the administrator. Nor shall the arbitrator review such decision
9 except for the purpose of determining whether the decision has violated this Agreement. If the
10 arbitrator determines that the Agreement has been violated, the arbitrator shall direct the
11 University to take appropriate action that the arbitrator shall specify. An arbitrator may award
12 back salary where the arbitrator determines that the faculty member is not receiving the
13 appropriate salary from the University, and any other payments to which a faculty member is
14 entitled by the provisions of this Agreement, but the arbitrator may not award other monetary
15 damages or penalties. If notice that further employment will not be offered is not given on time,
16 the arbitrator may direct the University to renew the appointment only upon a finding that no
17 other remedy is adequate, and that the notice was given so late that (a) the faculty member was
18 deprived of reasonable opportunity to seek other employment, or (b) the faculty member actually
19 rejected an offer of comparable employment which the faculty member otherwise would have
20 accepted.

21 c. An arbitrator's decision awarding employment beyond the sixth year shall not
22 of itself entitle the faculty member to tenure. In such cases the faculty member shall serve during
23 the seventh year without further right to notice that the faculty member will not be offered
24 employment thereafter. If a faculty member is reappointed at the direction of an arbitrator, the
25 President or representative may reassign the faculty member during such reappointment

26 ~~(4) Arbitrability. Issues of arbitrability shall be bifurcated from the substantive issue(s) and,
27 whenever possible, determined by means of a hearing conducted by conference call. The
28 arbitrator shall have ten (10) days from the hearing to render a decision on arbitrability. If the
29 issue is judged to be arbitrable, the arbitrator shall then be selected to hear the substantive
30 issue(s) in accordance with the provisions of Section 20.8(f)(25).~~

31 (4) Arbitrability. Issues of arbitrability shall be bifurcated from the substantive issue(s)
32 and, whenever possible, determined by means of a hearing conducted by conference call. The
33 arbitrator shall have ten (10) days from the hearing to render a decision on arbitrability. If the
34 issue is judged to be arbitrable, an arbitrator shall then be selected to hear the substantive issue(s)
35 in accordance with the provisions of Section 20.8(f)(2).