ARTICLE 32
GRIEVANCE AND ARBITRATION PROCEDURES

A. GENERAL PROVISIONS

The parties agree that grievants have the right to have their grievances considered and processed in good faith and in a timely manner. If one party alleges that the other party has not acted in good faith throughout the grievance process, they may ask the arbitrator to require the other party to pay all costs associated with arbitration.

1. Definition of a Grievance

   a. A grievance is a formal written claim filed by an individual Unit 18 faculty member, a group of Unit 18 faculty, or the UC-AFT alleging certain article(s) of this Agreement has (have) been violated by the University during the term of this Agreement.

   b. Group grievances are defined as, and limited to, those grievances which cover more than one Unit 18 faculty, and which involve the same circumstances and facts for the grievance involved.

   c. Union grievances are grievances filed by UC-AFT on behalf of an individual Unit 18 faculty member, on behalf of a group of Unit 18 faculty, or on behalf of itself.

   d. Consolidated Grievances are grievances of two or more Unit 18 faculty, as well as multiple grievances by or related to the same Unit 18 faculty or which relate to the same incident, issue, or course of conduct, which have been consolidated for purposes of this article, by mutual agreement of the University and the UC-AFT.

2. Standing

a. Except as otherwise provided in this Agreement, a grievance may be filed by a Unit 18 faculty member, group of Unit 18 faculty, or the Union. The University may not bring a grievance through this procedure.

b. Unit 18 faculty who voluntarily terminate their employment, including, but not limited to, retirement from the University, ***may withdraw*** ~~shall have~~ their pending grievances***; in such cases, the Unit 18 faculty would*** ~~immediately withdrawn and will~~ not benefit by any subsequent settlement or disposition of any individual or group grievance.

3. Non-Business Days

Deadlines which fall on days that are not business days at the campus at which the grievance or appeal is filed will be automatically extended to the next business day.

4. Filing Deadline

Any grievance which is filed out of compliance with the time limits provided in this Article is considered withdrawn by the grievant and/or the Union, as applicable.

5. No University Response

If a University official fails to meet a deadline ***in holding a Step meeting or issuing a Step response***, ***the grievance shall be considered resolved in UC-AFT's favor and the University shall grant UC-AFT's proposed remedy.*** ~~the grievant may move the grievance to the next step in the process~~. ***If UC-AFT files a Request for Information by the date of the Step 1 meeting, the University shall respond by five (5) days prior to the Step 2 meeting. If the University fails to provide the requested information by the deadline, there shall be no limitations to what the Union can present at arbitration.***

6. Extensions of Time Limits

Time limits set forth in this Article may be extended only by written agreement between the grievant or the grievant's representative, if

any, and the University, in advance of the expiration of the time limit.

7. Informal Meetings and Time Limits

Nothing in this Article or Agreement prohibits informal meetings at any step of the grievance procedure upon agreement of the parties. Except by mutual agreement pursuant to A.6. above, such meetings do not extend the timeframes outlined in this Article.

8. Consolidation

Grievances brought by, or related to, two (2) or more Unit 18 faculty, and/or multiple grievances by or related to the same Unit 18 faculty, which concern the same issue(s) may be consolidated for the purposes of this procedure. The time limits described in this Article shall not be shortened for any grievance because of the consolidation of that grievance with other grievances. Consolidated grievances may be severed. A grievance shall be consolidated or severed only by agreement between the grievant or the grievant's representative and the University.

9. Representation

A Unit 18 faculty member shall have the right to be represented at all steps of the Grievance Procedure by the UC-AFT, another representative, or be self-represented, provided the representative is not designated as supervisorial, managerial or confidential within the meaning of the Higher Education Employee-Employer Relations Act (HEERA). The grievant shall provide the University written notice of the name and address of their representative, if applicable. The University shall notify the Union of any formal grievances filed in which the Union is not chosen as the representative of the grievant. The grievant's representative may be assisted in grievance meetings by another Unit 18 faculty member or, if applicable, a union representative.

10. Release Time

As professional exempt employees, Unit 18 faculty shall be allowed

reasonable flexibility with their time in order to investigate and pursue grievance handling. Reasonable efforts will be made by the University not to call meetings during scheduled class hours of the grievant or the grievant's representative. Time spent by grievants or their representatives outside their normal schedules in University-called meetings shall not be counted as time worked. Unit members will not lose salary as a result of attendance at meetings called by the University pursuant to this Article.

11. Settlement Offers

Settlement offers shall be confidential and inadmissible at subsequent steps. If the union is not involved in representation, the settlement shall become final so long as the adjustment is consistent with the terms of this Agreement and the Union~~,~~ has been given ten (10) calendar days to file a response.

12. Documents

Except by agreement between the grievant or the grievant's representative and the University, documents and communications that are filed with the University and are related to the processing of a grievance shall be kept separate from the grievant's personnel and review files.

13. Authority of the Designated University Administrator

The Designated University Administrator at each step of the process has the authority to modify the decision of a Designated University Administrator provided at an earlier step of the grievance process.

B. LOCATION AND MANNER OF FILING

1. Location of Filing

Grievances and subsequent appeals shall be filed at the designated email addresses for each UC location at Step 1 and 2 as listed in Appendix A or for the Office of the President at Step 3.

2. Manner of Filing Grievances and Appeals

a. The grievant or the Union may file a written grievance and submit appeals to the designated email addresses for each UC location at Step 1 and 2 or for the Office of the President at Step 3~~ at each step of the grievance process~~.

b. Grievances and subsequent appeals must be submitted to the designated email address and must include PDFs of all documents, information and signatures necessary to be in compliance with the provisions of the Agreement. The date and time indicated on the University server shall constitute the official date of receipt by email submission. If the registered date on the University server falls outside campus business hours, the following business day shall constitute the official date of receipt.

c. All subsequent University responses shall be sent via email to the email address designated by the Grievant/Representative on the grievance initiation form.

C. INFORMAL RESOLUTION (OPTIONAL)

1. Within~~ fifteen (15)~~ ***thirty (30)*** calendar days after the grievant becomes aware of the issue that may become the subject of a grievance, the Unit 18 faculty member may discuss the issue with their immediate supervisor. However, if a University representative outside the department initiated the incident or action that gave rise to the issue, the grievant may discuss the issue with the Dean, or individual who supervises the person who initiated the action, rather than the immediate supervisor. Informal resolutions, although final, shall not be precedential or inconsistent with this Agreement.

2. Within five (5) calendar days of the informal discussion, the individual with whom the grievant discussed the issue pursuant to C.1., above, shall provide the grievant with an oral response.

3. If the issue is not resolved through informal discussion, or if the grievant does not seek remedy through informal resolution, the Unit 18 faculty member may seek review as set forth in Section D.,

below.

4. Attempts at informal resolution do not extend time to file at Step 1 unless an extension of the time limit has been agreed to as set forth in Section A.6.

D. STEP 1 OF FORMAL GRIEVANCE PROCEDURE – INITIAL FILING

1. Consistent with the provisions of this Agreement, a grievant or the Union may file a written grievance as set forth below.

2. A written grievance must be filed with the campus designated Grievance Officer listed in Appendix A on the grievance form agreed to by the University and the Union.

3. Time limits for initial filing:

   a. Unless otherwise specified elsewhere in this Agreement, grievances must be filed within ~~thirty (30)~~ ***sixty (60)*** calendar days from the date on which the Unit 18 faculty member or the Union knew or could ***reasonably*** have been expected to know of the event or action which gave rise to the grievance, or, in the case of separation, within thirty (30) calendar days after the date of the Unit 18 faculty member's separation from University employment, whichever occurs first.

4. A valid grievance must contain the following information:

   a. The specific article or section of the Agreement alleged to have been violated;

   b. The date(s) and nature of the action grieved and how it violated the above described provision of the Agreement;

   c. The name(s) of the affected Unit 18 faculty*;*

   d. The adverse effects of the alleged violation on the Unit 18 faculty and/or the Union; and

e. The remedy requested.

5. If the University determines a grievance is procedurally ineligible for processing as written ***based on 4.a-e above***, the University shall inform the Union of the procedural deficiencies ***within five (5) calendar days of the initial filing of the grievance*** and provide seven (7) calendar days to permit the Union to resubmit the grievance.

6. If the University determines such grievance ineligible for processing after it has been resubmitted, the Union may file a grievance over the University's decision, in accordance with the provisions of this Article.

7. Within thirty (30) calendar days of receiving the written grievance, the University shall schedule and conduct a Step 1 meeting between the grievant and their representative, if any, and the designated campus representative. ***The union may request that a specific person with knowledge of the incident in question and/or a representative of the department with knowledge of the incident in question be present, and such requests shall be granted.***

8. The University shall provide a written response ~~at the review or~~ within fifteen (15) calendar days of the **meeting or written declination of the meeting** ~~review~~. Resolution at this step, although final, shall not be precedential or inconsistent with this Agreement.

9. If the grievance is not resolved, the grievant may seek further review **by filing a Step 2 appeal** in the manner described below in Section E.

10. Step 1, except for the written filing of the grievance in accordance with Section D.1 ~~**b) and c)**~~ may be waived by agreement of the parties.

E. STEP 2 OF FORMAL GRIEVANCE PROCEDURE – APPEAL TO CAMPUS

1. If the grievance has not been resolved at Step 1, the grievant or the grievant's representative may submit a written request to the

campus designated grievance officer for a Step 2 review. Such request must be made within fifteen (15) calendar days from the date of the University's written response at Step 1~~, or if no University answer was issued, within fifteen (15) calendar days from the date the Step 1 response was due~~.

2. If either the grievant or the grievant's representative or the grievance officer requests a meeting to discuss the merits of the grievance, one shall be conducted within fifteen (15) calendar days of the request for the Step 2 review. If a meeting occurs, the grievant and/or the grievant's representative shall be present. Also, the grievant or the grievant's representative shall be able to bring people to the meeting who have information to present about the grievance. ***The union may request that a specific person with knowledge of the incident in question and/or a representative of the department with knowledge of the incident in question be present, and such requests shall be granted.*** With the agreement of the parties, each party may bring an observer(s) to the meeting. Such requests regarding an observer(s) shall not be unreasonably denied.

3. If the Union discovers information or the University produces information after the filing of the original grievance and that information gives rise to additional ***issues or allegations that the University has violated any of the*** article(s) or section(s) ***of this Agreement, including those already*** alleged to have been violated, the Union may amend the pending grievance to ***add the issues or allegations*** ~~allege violation of such specific article(s) and section(s)~~ as soon as practicable, but in no case any later than at the time the parties hold the Step 2 meeting. If the Union submits an amendment to the Step 2 appeal, they must file the amended appeal in writing on the grievance form at the Step 2 meeting. Such amendment shall automatically extend the University's time to issue the Step 2 decision by an additional fifteen (15) calendar days. Contract violations not alleged in the Step 2 meeting are not subsequently admissible or arbitrable ***unless the University failed to provide all necessary and relevant information responsive to UC-AFT's request for information; in that case, there are no limits to what the Union may present at arbitration***.

CCL = Plain text
CCL moved = Plain text with [bracket note] on where it came from or is moving to
CCL struck = ~~strikeout~~
Changes new to counterproposal = ***bold, underline, italicized***
Changes we've previously proposed that are not mutually agreed = **bold, underline**
Mutually agreed-upon changes to article = **bold**

4. A campus administrator with the authority to modify the decision of the University representative at the previous step shall **serve as the Step 2 reviewer** ~~participate in the meetings and University response on appealed grievances~~. ***Any defenses or arbitrability arguments not raised by the University in its Step 2 response are inadmissible in subsequent steps.***

5. Notice to the grievant of the University's Step 2 decision will be as set forth below.

   a. For grievances where the Union represents the grievant:

      1) If no Step 2 meeting is requested, the University shall issue the written decision to the grievant and/or the grievant's representative within fifteen (15) calendar days following the date of receipt of the request for a Step 2 review.

      2) If a meeting is requested, the University shall issue the written decision to the grievant and/or the grievant's representative within fifteen (15) calendar days following the meeting or thirty (30) calendar days if the Union files an amended Step 2, in accordance with Section E.3. above.

   b. The University's decision shall become final within forty-five (45) calendar days following the issuance of the Step 2 decision, unless within that time, the Union has appealed the decision to Step 3.

   c. For grievances where the Union does not represent the grievant:

      3) If no Step 2 meeting is requested, the University shall transmit a copy of the grievance and proposed resolution to the Union within fifteen (15) calendar days following the date of receipt of a request for a Step 2 review. The University decision shall address the issues raised in the written grievance, and shall present the facts known to the University related to

the issues alleged in the grievance. If ~~the Union requested~~ a Step 2 meeting **is requested**, the University shall transmit a copy of the grievance and proposed resolution to the Union within fifteen (15) calendar days following the meeting.

4) The Union shall be given ten (10) calendar days from the date of issuance of such copy to comment in writing on the proposed resolution.

5) The University shall not implement the proposed resolution of the grievance until timely receipt and review of the Union's written comments, if any.

6) Following receipt of the Union's comments or ten (10) calendar days from date of issuance **of the copy of the grievance and proposed resolution**, whichever occurs first, the University will issue its decision to the grievant and/or the grievant's representative and will transmit a copy to the Union.

7) The decision of the University shall become final, so long as the decision is not inconsistent with the terms of this Agreement, within forty-five (45) calendar days of the issuance of the decision to the grievant and/or the grievant's representative, unless within that time, the Union has appealed the decision to Step 3.

F. STEP 3 OF FORMAL GRIEVANCE PROCEDURE – APPEAL TO OFFICE OF THE PRESIDENT

1. Grievances that are not satisfactorily resolved at Step 2 may be appealed to Step 3. The appeal must be filed with the Executive Director of Labor Relations Operations in the Office of the President within fifteen (15) calendar days of the date the University's Step 2 written decision was issued ~~or, if no University answer was issued, within fifteen (15) calendar days of the date the Step 2 decision was due~~.

CCL = Plain text
CCL moved = Plain text with [bracket note] on where it came from or is moving to
CCL struck = ~~strikeout~~
Changes new to counterproposal = ***bold, underline, italicized***
Changes we've previously proposed that are not mutually agreed = **bold, underline**
Mutually agreed-upon changes to article = **bold**

a. The Step 3 appeal shall identify all unresolved issues, alleged violations, and remedies, and shall be signed and dated by the grievant or their representative.

b. The subject of the grievance as stated at Step 2 shall constitute the sole and entire subject matter of the appeal to Step 3.

2. The Labor Relations office in the Office of the President shall issue the University's written decision to a Step 3 appeal within thirty (30) calendar days of the receipt of the appeal. Where a grievance has been filed by the Union, the Union shall review the University's Step 3 response and shall notify the University if it has determined that the University's step 3 response satisfactorily resolves the grievance. ***In its Step 3 response, the University shall not raise new defenses that it did not already raise in Step 2.***

3. The decision will be issued to the grievant when self-represented, or to their representative. A copy of the decision will be sent to the Union.

G. APPEALS TO ARBITRATION

The Union shall submit appeals **for arbitration** to the Office of Labor Relations at the Office of the President within forty-five (45) calendar days of the issuance of the University's Step 3 answer~~, or when the Step 3 answer was due~~. If the Union fails to file a timely appeal, the grievance shall be considered resolved on the basis of the University's final response.

H. GENERAL ARBITRATION PROVISIONS

1. Only the Union may make an appeal to arbitration and only after the timely exhaustion of the Grievance Procedure of this Agreement. The written appeal to arbitration must be received by the designee of the Office of Labor Relations of the Office of the President within forty-five (45) calendar days of the issuance of the final University decision to the Union (**Section G** ~~Article 32 — Grievance Procedure~~). The written appeal must be signed by the Union President, the Union Vice President for Grievances, the

Union Executive Director, the Union Legal Director, or equivalent designee. The written appeal must include:

a. name, contact information, and campus location of the grievant(s);

b. name and contact information of the Union representative who is responsible for the appeal to arbitration and to whom all correspondence is to be sent;

c. a copy of the completed grievance form; **and**

d. a statement setting forth the unresolved issue(s), the Articles of the Agreement alleged to have been violated ~~as identified in the written Step 2 appeal~~, and the remedy requested;~~; and~~

~~e. a completed proof of service form~~.

2. Appeal Format:

a. An appeal to arbitration may be made by email to AppealAGrievance@ucop.edu.

b. Email submissions must include PDFs of all documents listed in ***H***~~A~~.1.a-***d***~~e~~ above including information and signatures necessary to be in compliance with the Arbitration provisions of this Agreement.

c. The 'date of filing' for emailed appeals to arbitration shall be the date received on the University server, provided that the appeal is received during business hours. If an appeal to arbitration is received outside of normal business hours, the following business day will be deemed the filing date of the appeal to arbitration.

d. The University shall acknowledge receipt of the Union's Appeal to Arbitration through a computer-generated, automatic email response.

3. Appeals to arbitration which are not filed within the above time limit

and/or which do not contain the appropriate union signature, are ineligible for arbitration. If a grievance is not appealed to arbitration, the University's last written decision shall be final.

4. Absent resolution of the grievance during this time, the designee of the Office of Labor Relations of the Office of the President shall notify the Union of the University's agreement to proceed to arbitration within thirty (30) calendar days of the date of receipt of the appeal to arbitration. The University's response will include ~~a proof of service and~~ the name and contact information of the University's representative to whom all correspondence should be addressed.

I. SELECTION OF ARBITRATOR

1. Within fifteen (15) calendar days of the issuance of the University's response to the Union's appeal to arbitration, the Union will contact the University's representative responsible for the appeal to arbitration to initiate the selection of an arbitrator. Failure to contact the University's representative within the established time frame will be considered a withdrawal of the arbitration appeal.

2. Within thirty (30) calendar days after the Union contacts the University's representative responsible for the appeal to arbitration about selection of an arbitrator, the University will reply to the Union and engage in the selection process.

3. If the parties cannot mutually agree to the selection of an arbitrator from the panel, the parties shall alternately strike one name each from the list of panel members. Unless the parties agree otherwise, the party selecting first shall be determined by the flip of a coin. The remaining name shall be designated as the arbitrator.

4. The selection of the arbitrator shall be accomplished no later than thirty (30) calendar days after the University's representative has contacted the Union to begin the process for selecting the arbitrator.

5. Upon selection of an arbitrator, the University and the Union shall electronically transmit a joint letter to the arbitrator requesting

hearing dates that are no earlier than thirty (30) calendar days from the date of transmission of the letter to the arbitrator.

6. The arbitrator shall respond to each party with available hearing dates.

7. Within thirty (30) calendar days of receipt of the arbitrator's availability, each party shall electronically notify the arbitrator (with a cc to the other party) which of the dates, if any, are acceptable.

8. If either party fails to respond to the arbitrator's letter pursuant to paragraph 6, the arbitrator shall schedule the hearing on the date(s) identified by the responding party; however, in such case, the initial hearing date selected by the arbitrator must be at least 45 days from the date of the arbitrator's initial letter offering hearing dates.

J. EXPEDITED ARBITRATION

If the parties agree to use an expedited form of arbitration, the following will occur:

1. the arbitrator will be selected in accordance with Section **I ~~B~~** above;

2. the case shall be heard on the arbitrator's earliest available date, unless otherwise agreed by the parties;

3. there shall be no transcript of the proceedings;

4. post hearing briefs will be waived; and

5. the arbitrator will issue a written decision within seven (7) calendar days following the close of the hearing record unless the parties agree, prior to the commencement of the arbitration, that the arbitrator rule on the issues at the close of the hearing in lieu of a written decision.

K. ARBITRATION PROCEDURE

1. In order for grievances to be considered timely and arbitrable under this Article, the scheduling of the arbitration hearing date must be

accomplished no later than ninety (90) calendar days from the date the arbitrator is contacted by the parties. Should the parties be unable to agree to a hearing date, the authority to schedule the hearing rests with the arbitrator.

2. Prior to the arbitration hearing, the Union and the University shall attempt to stipulate as to the issue(s) to be arbitrated and to as many facts as possible. At least seven (7) calendar days prior to the arbitration hearing the parties shall exchange lists of known witnesses.

3. During the arbitration proceeding, the parties shall have an opportunity to examine and cross examine witnesses under oath and to submit relevant evidence. ~~Issues and allegations shall not be introduced at the arbitration hearing which were not introduced during Step 2 of the grievance procedure of this Agreement.~~ ***The parties shall not seek to introduce new issues and allegations at the arbitration hearing which were not introduced during Step 2 of the Grievance Procedure unless they were unknown at the time and could not have been discovered with reasonable diligence or the University failed to provide all necessary and relevant information response to the Union's request for information [see A5 above] and such information later led to the Union discovering additional issues and allegations relevant to the grievance.*** Settlement offers made during the grievance procedure shall not be introduced as evidence in arbitration.

4. The arbitrator shall have the authority to subpoena witnesses or documents, subject to the limitations set forth in Article 10 — Personnel Files, but only upon the request of either party.

5. Either or both parties may, at its discretion, file briefs with the arbitrator. The order and time limits of briefing shall be either as agreed to by the parties or as specified by the arbitrator. Briefing time limits may be extended if agreed upon by the parties. Prior to the commencement of the Arbitration, the parties may agree to waive the filing of briefs, and in lieu of a written decision, the parties may also agree that the arbitrator will rule at the close of the hearing.

CCL = Plain text
CCL moved = Plain text with [bracket note] on where it came from or is moving to
CCL struck = ~~strikeout~~
Changes new to counterproposal = ***bold, underline, italicized***
Changes we've previously proposed that are not mutually agreed = **bold, underline**
Mutually agreed-upon changes to article = **bold**

6. The arbitration hearing shall be closed unless the parties otherwise agree in writing.

7. Unless the parties agree otherwise, where arbitrability is an issue, one arbitrator shall conduct a hearing and issue a decision on the question of arbitrability, and the merits of any arbitrable claim will be heard by a different arbitrator in a separate hearing.

8. An appeal to arbitration shall not inhibit efforts by the University and the Union to resolve the grievance. The Union shall have authority to withdraw a grievance or enter into an agreement with the University to settle a grievance appealed to arbitration. An agreement to settle or withdraw a grievance appealed to arbitration reached between the University and the Union shall be binding on unit employees.

9. In all cases appealed to arbitration, except for actions taken pursuant to Article 30 — Discipline and Dismissal, the Union shall have the burden of proceeding.

10. 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 arbitrator's decision will set forth the findings of fact, reasoning, and conclusions on the issues submitted by the parties.

11. The arbitrator's fees and the costs of transcripts requested by the arbitrator or both parties shall be shared equally by both parties. Costs for transcripts requested by only one party, shall be borne by the requesting party. ***If the University challenges arbitrability and the arbitrator finds that the grievance is arbitrable, the University shall pay all costs associated with the arbitrability hearing***.

12. A party that cancels or postpones an arbitration will be liable for any cancellation/postponement fees charged by the arbitrator and/or court reporter.

L. AUTHORITY OF THE ARBITRATOR

CCL = Plain text
CCL moved = Plain text with [bracket note] on where it came from or is moving to
CCL struck = ~~strikeout~~
Changes new to counterproposal = ***bold, underline, italicized***
Changes we've previously proposed that are not mutually agreed = **bold, underline**
Mutually agreed-upon changes to article = **bold**

1. The arbitrator's authority shall be limited to determining whether the University has violated arbitrable provisions of this Agreement. The arbitrator shall not have jurisdiction or authority to add to, amend, modify, nullify, or ignore in any way the provisions of this Agreement.

2. ***The arbitrator shall have the authority to decide the merits of the dispute, including complex factual determinations about academic performance or qualification, interpretive questions about academic standards, policies, or criteria, and other substantive professional judgment matters in an academic setting.*** ~~Except to the extent provided in this Agreement, the arbitrator shall not have the jurisdiction or authority to review the University's evaluation of a Unit 18 faculty member's academic qualifications or performance, or whether courses shall be offered.~~

3. If the grievance is sustained in whole or in part, the ***arbitrator may award a make-whole remedy that restores the Unit 18 faculty member to the position/status they would have had but for the violation. Such awards may include, but are not limited to, prospective remedies, interest on lost pay, emotional distress damages, statutory remedies, and audits.*** ~~remedy shall not exceed restoring to the Unit 18 faculty member the pay, benefits, or rights lost as a result of a violation of the Agreement, less any compensation from any source recognized by law as appropriate to offset such a remedy.~~ The decision and award of the arbitrator shall be final and binding upon the parties to this Agreement and the Unit 18 faculty member. ***When the arbitrator finds for the Union and issues a remedy, the University shall implement the remedy in a timely fashion. For each day the remedy is past due, the University shall pay the Unit 18 faculty member $200.*** The University will not be liable for back wages or other monetary reimbursement for:

    a. any period of time during which an extension of time limits has been granted at the request of the Union;

    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; and

c. any period of time greater than thirty (30) calendar days prior to the date the grievance was filed pursuant to Article 32 — Grievance **and Arbitration** Procedure**s**.

M. EXTENSION OF TIME LIMITS

Time limits set forth in this Article may be extended by agreement of the parties in writing in advance of the expiration of the time limit.

N. RELEASE TIME

Upon advance request, the grievant and the Union representative, if the representative is a Unit 18 faculty member, ~~**they**~~ shall be granted leave with pay to attend arbitration hearings and related settlement meetings convened by the University. Unit members who are called by the parties to testify shall be granted leave with pay upon advance request for the period of time required to testify.

O. PANEL OF ARBITRATORS

1. ~~**Appendix B**~~ **Side Letter – Consolidation of Panel of Arbitrators** contains a standing panel of twenty-one (21) arbitrators to hear arbitration cases scheduled for hearing pursuant to the provisions of this Article.

2. The procedure for modifying the panel shall be as follows:

   a. Each party shall have the right to eliminate up to two (2) arbitrators once each calendar year. The party exercising this right shall notify the other party in writing of the name(s) of the arbitrator(s) to be stricken from the panel.

   b. If an arbitrator fails to respond to two written inquiries within twenty (20) business days, either party may request a review of their continued participation. By mutual agreement, the parties may remove arbitrators from the list for repeated nonresponsiveness or unavailability without counting those removals against two annual strikes.

CCL = Plain text
CCL moved = Plain text with [bracket note] on where it came from or is moving to
CCL struck = ~~strikeout~~
Changes new to counterproposal = ***bold, underline, italicized***
Changes we've previously proposed that are not mutually agreed = **bold, underline**
Mutually agreed-upon changes to article = **bold**

c. ~~b.~~ In replacing an arbitrator who has been eliminated, declined to participate or who has resigned, or in adding an arbitrator(s) to complete the panel, the parties will exchange lists of nominations within ~~sixty (60)~~ ***thirty (30)*** calendar days. If agreement cannot be reached on all twenty-one (21) arbitrators, the remaining number needed to complete the panel will be selected alternately by the parties. The party selecting first shall be determined by the flip of a coin. Any arbitrator eliminated in a. ***or b.***, above, may not be placed on the panel again.

d. ~~c.~~ The parties shall jointly send letters to arbitrators chosen for placement on the standing panel and shall request that they agree to participate and comply with the provisions of the Agreement.