

ARTICLE 9 ARBITRATION

- A. The language used in this Agreement shall be binding upon the arbitrator. The arbitrator shall not have any authority to add to, subtract from, or otherwise modify any of the terms or provisions of this Agreement.
- B. The decision of the arbitrator shall be final and binding.
- C. The costs of arbitration shall be shared equally by Temple and TAUP. Such costs shall be limited to the Arbitrator's fee and expenses and the charges of the American Arbitration Association.
- D. A grievance on behalf of full-time employees which has not been resolved may within twenty (20) working days after completion of the final step of the grievance procedure be referred to the American Arbitration Association for resolution under the Voluntary Labor Arbitration Rules then in force of the American Arbitration Association.
- E. The parties agree that in some instances it is in their respective best interests to expedite certain grievances involving full-time employees that are submitted to arbitration. Either Temple or TAUP may request expedited arbitration. In an expedited arbitration hearing, upon request by either party, the American Arbitration Association shall be asked to appoint, within ten (10) business days from such request, an arbitrator, who will then hear the case within four (4) weeks of appointment and render an Award and Opinion not later than four (4) weeks after the close of the hearing.

The following provisions apply specifically to adjunct faculty:

- F. A grievance filed by an adjunct which has not been resolved within ten (10) working days after completion of the final step of the grievance procedure shall be referred to the American Arbitration Association for resolution under the Voluntary Labor Arbitration Rules then in force of the American Arbitration Association.

The parties agree that it is in their respective best interests to submit adjunct grievances to expedited arbitration. In cases of class actions or contract interpretation, if either side requests, the expedited procedure may be waived and the usual process and timeline for arbitration in Article 9, Section A will be used. Absent mutual agreement, expedited arbitration will be used in cases involving discipline.

The parties will meet with the American Arbitration Association to select a panel of three (3) arbitrators to hear adjunct cases. The arbitrators will be assigned in rotation to hear cases, with due consideration of their availability when the demand for arbitration is filed. The parties shall agree to an alphabetic list of their names from one to three. A grievance shall be assigned to the arbitrator listed first, and after the grievance shall be assigned to the arbitrator on the list immediately below the last arbitrator to whom a grievance was assigned.

An arbitrator will hear the case within four (4) weeks of appointment and render an Award and Opinion not later than four (4) weeks after the close of the hearing. Arbitrations shall be scheduled by conference call with the arbitrator.

The panel as originally constituted shall continue in effect from calendar year to calendar year unless:

- a. An arbitrator resigns from the panel;
- b. An arbitrator dies;
- c. An arbitrator is removed by agreement of the parties; or
- d. One party gives notice to the other party that a panel member is unacceptable for renewal no later than November 1 of any year. Removal shall be effective as of January 1 of the year after which notice is given.

A vacancy on the panel shall be filled by agreement of the parties within 30 days after the vacancy occurs.

With the agreement of both parties, the usual process and timeline for arbitration in Article 9, Section D will be used in lieu of the expedited process above.