

Article 6

Arbitration and AWOL Procedures

6.13 AWOL Hearing Back Pay

In any hearing of an automatic resignation (AWOL) pursuant to Government Code section 19996.2, the hearing officer shall have the discretion to award back pay. Once adopted by the DPA, the hearing officer's decision with respect to back pay shall be final and is neither grievable nor arbitrable under any provision of this Contract, nor may it otherwise be appealed to a court of competent jurisdiction. This provision does not alter or affect the right to bring a legal challenge or appeal of the other aspects of the hearing officer's decision as provided in law. This does not otherwise limit or expand any other authority of the hearing officer under Government Code 19996.2.

6.14 Mini-Arbitration Procedure

The parties agree to participate in a pilot program of an expedited (mini) arbitration process. The pilot program shall begin ninety (90) days after reaching a tentative agreement and continue for one year, after which it shall terminate unless extended by mutual agreement. The parties shall meet after reaching a tentative agreement to determine the procedures necessary to implement this pilot program.

- A. The grievances to be referred to this process shall be determined by mutual agreement only. The parties agree that this process shall be reserved for those cases of limited scope and limited impact. The parties agree that this process shall be used at least four (4) times during the pilot period.
- B. The arbitrator shall be mutually selected by the parties; if the parties cannot agree upon an arbitrator, the parties shall request the State Mediation and Conciliation Service to furnish a list of nine (9) arbitrators. The parties shall alternately strike names until one arbitrator remains.
- C. The arbitration shall be conducted according to the following rules and the arbitrator shall be required to abide by them:
 1. The arbitrator shall hear and decide as many grievances as can reasonably be presented in a normal work day.
 2. Prior to the arbitration, the parties must mutually agree to the questions to be placed before the arbitrator or the case will not proceed through this section.
 3. Only the grievant, his/her union representative, appropriate steward, and one witness and no more than four (4) management representatives may appear at the hearing. Each party will designate no more than two (2) spokespeople per case to make an oral presentation.
 4. The arbitrator shall make his/her decision solely on the written record in the grievance, the grievance response(s), and any oral or documentary presentation made at the arbitration proceeding. The presentations shall be time limited, consistent with the intent of this provision to hold multiple grievance reviews in a single day. Only the arbitrator may ask the other side questions and each side waives the right to cross-examine the other. There shall be no stenographic record or transcripts.

5. At the conclusion of the hearing, each party shall present an oral summation of its position. Post hearing briefs shall not be submitted.
 6. The arbitrator will issue a bench decision on each grievance. The decision of the arbitrator is final and binding, but shall have no precedential value whatsoever.
 7. The arbitrator shall have no authority to add to, delete, or alter any provisions of this Contract, or any agreements supplementary thereto, but shall limit the decision to the application of the Contract to the facts and circumstances at hand.
 8. The parties are limited at the expedited arbitration to presenting only the facts, documents, and arguments presented during the lower levels of the grievance process and either party may also introduce new documents or facts provided that such materials are submitted to the other party at least ten (10) days prior to the hearing.
- D. The arbitrator shall be paid a flat fee for each day of the hearing, without regard to the number of cases presented during that day's hearing. Each party shall pay one-half of the arbitrator's charges.