

Article 4-Grievance Procedures

Maintain the current contract, with the exception of the following change:

- 4.5.5 **The function of the arbitrator shall be:**
- 4.5.5.1 To hold a hearing concerning the grievance, and
- 4.5.5.2 To render an award in accordance with the timelines agreed to between the parties and the arbitrator after the close of the hearing. The arbitrator's decision will be binding on all parties.
- 4.5.6 Once the arbitrator has been selected, hearings shall commence and be held at the convenience of the arbitrator. However, hearings shall be confined to working days.
- 4.5.7 Neither the District nor the grievant shall be permitted to assert any grounds or evidence before the arbitrator which was not previously disclosed to the other party. The arbitrator shall consider only those issues which have been properly carried through prior steps as required by the provisions of this grievance procedure.
- 4.5.8 The arbitrator shall not render any award which conflicts with or alters this Agreement. It is understood, however, that the arbitrator shall interpret the Agreement in accordance with acceptable rules of contract construction.
- 4.5.9 The arbitrator is empowered to include in any award such financial reimbursements or other remedies, **including punitive damages against Employer**, as judged to be proper.
- 4.5.10 Each party shall bear the full costs for its representation in the arbitration. The administrative costs of the American Arbitration Association and the arbitrator's fees and charges shall be divided equally between the grievant and the District.
- 4.6 The parties agree that it is beneficial to resolve pending grievances as expeditiously and fairly as possible. To that end, the parties are interested in bringing pending grievances, particularly those at the arbitration stage to a conclusion in a reasonable time. The parties therefore agree to meet and seriously consider methods to expedite pending grievance resolution including, but not limited to, considering grouping grievances on similar issues, mediation/arbitration procedures, appointment of special masters or permanent panels and other alternatives which the parties may agree upon.

The parties agree to immediately implement this tentative agreement upon signature by both parties.