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Arbitration/Mediation of Discipline – District 2

This will confirm the parties' agreement to expedite the processing of certain suspension and termination grievances by assigning such matters to be resolved through the procedures set forth herein (hereinafter "the Agreement"). In particular, the parties agree as follows:

A. General Provisions

1. The Mediation/Arbitration procedure and the Mediation procedure set forth in Sections B and C, respectively, will be used on a trial basis that will run from January 1, 2009 through June 30, 2010.
2. Except as modified by Sections B through D of this Agreement below, all other provisions of Articles 12 and 13 of the collective bargaining agreement between CWA and Verizon Washington, DC Inc., Verizon Maryland Inc., Verizon Virginia Inc., Verizon West Virginia Inc., Verizon Services Corp., Verizon Advanced Data Inc., Verizon Avenue Corp., Verizon South Inc. (Virginia) and Verizon Corporate Services Corp. shall remain in effect.
3. Although both parties are committed to expediting the processing of grievances through these procedures, both recognize that from time to time adhering to the schedules set forth in this procedure may not be possible or practicable given the schedules of the parties' representatives and witnesses, illness, etc. For this reason, time limits in this Agreement may be extended by mutual agreement. In addition, failure by either or both parties to meet any deadline will not prejudice either party or have any dispositive effect on the issue in the grievance.
4. All references to "days" are to calendar days.
5. The parties will meet during the second quarter of 2010, to review the process and to discuss whether the trial should be continued, and if so, for how long and whether procedures set forth in this agreement should be modified. Continuation of the trial will require the written consent of both parties. The intent of the parties is to continue the trial provided that both parties believe that the trial has been mutually beneficial.
6. Either party may decline to have more than three (3) days of hearings scheduled in any month pursuant to the procedures set forth Section B of this agreement – one day per month in the Potomac Region (Maryland, D.C., North Virginia), and one (1) day per month in Virginia, one (1) day per month per month in West Virginia.

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7. All aspects of this trial and this Agreement are without prejudice or precedent to the positions that any party may wish to take in any proceeding.
8. Except as provided herein, this Agreement is not intended to add to, diminish or affect any rights or obligations that any of the parties have under any of their collective bargaining agreements.

B. Suspensions – Expedited Mediation/Arbitration Procedure

1. This section applies to all suspensions, except for suspensions that involve (a) issues of arbitrability or contractual interpretation; (b) a work stoppage or strike activity (c) an administrative charge or court action or (d) violation of the Regional Attendance Plan.
2. Selection of Mediator/Arbitrator
 - a. The parties will use Mediation Panel established pursuant to the parties Memorandum of Agreement. For purposes of this agreement, the Panel will be expanded from four to six members.
 - b. The parties will attempt to mutually agree to which Mediators/Arbitrators will be placed on the panel no later than forty-five (45) days after the ratification date of the Agreement.
 - c. If the parties cannot agree on a full complement of Mediators/Arbitrators for the panel, the parties will attempt to select, by mutual agreement, arbitrators from the arbitration panel established pursuant to Article 13 of the parties' CBA. If the parties are unable to do so, they will alternately strike names on the list until the number of remaining arbitrators corresponds to the number of panel vacancies.
 - d. Any panel member may be removed by either party upon written notice to the other party. Should that occur, the parties will meet to select a replacement and if they cannot agree upon a replacement they will select an arbitrator from the Article 13 arbitration panel pursuant to paragraph c above.
 - e. The parties will request that each panel member provide the parties with dates for the period January 2009 through June 30, 2010 that they can be available for hearings, and that their acceptance and their availability be provided within thirty (30) days from the date of the selection letter.

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- g. Within fourteen (14) days of receiving responses from the panel members, the parties will meet to establish a schedule as to when each Mediator/Arbitrator will hear cases under this Agreement.

3. Hearing Procedures

- a. The parties will present up to two cases on any scheduled day of hearing.
- b. Each case must be concluded in no more than four (4) hours. Each party will have one and one-half hours to present its case and cross-examine witnesses if necessary, and the Mediator/Arbitrator will have up to one (1) hour to attempt to mediate a resolution of the case. If a resolution cannot be mediated, the Mediator/Arbitrator will issue an oral award immediately at the conclusion of the mediation and reduce it to writing in summary fashion on the form attached hereto as Attachment A.
- c. The parties will not submit briefs.
- d. There will be no transcripts of the proceedings.
- e. The resolutions reached in mediation or by any award issued by the Mediator/Arbitrator will be without prejudice or precedent in any other matter.
- f. No attorneys, paralegals or law clerks may represent parties in this procedure.
- g. If the Mediator/Arbitrator cannot successfully mediate the grievance, he/she must issue a bench award, and may modify the discipline imposed by the Company if he/she deems it appropriate.
- h. The mediated settlement or award will be reflected on the form attached as Schedule A.

4. Scheduling Cases

- a. The parties will reserve, in advance, three (3) hearing dates per month. The number of dates reserved in advance may be modified by the parties based upon the anticipated volume of cases.
- b. The parties will jointly schedule the cases to be heard at least forty-five (45) calendar days in advance of the hearing.

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- c. The Union shall have the right to substitute a case for another provided it obtains the Company's written consent at least thirty (30) days in advance of the scheduled hearing date.
- d. Cases will be heard within ninety (90) days of the date the Union notifies the Company of its desire to schedule the case for hearing under Article 13, Section 1(c), subject to paragraph A(6) above.

C. Suspensions Not Subject to Section B and Terminations – Mediation

1. Suspensions not subject to the expedited mediation/arbitration procedure set forth in Section B above and terminations may be mediated in accordance with the procedures set forth below.
2. The Expedited Mediation/Arbitration Panel will be used to hear cases under this section.
3. All terminations and all suspensions subject to this procedure may be submitted to mediation by the Union by notifying the Company in writing within thirty (30) days of filing a notice of intent to arbitrate.
4. Cases will be mediated within forty-five (45) days of the date the Union notifies the Company that a case is to be submitted to mediation.
5. No attorneys, paralegals or law clerks may represent parties in this procedure. Representatives of the Union and the Company will have authority to settle cases at the mediation session.
6. The mediator cannot serve as the arbitrator of any case he mediates.

D. Suspensions Not Subject to Section B and Terminations – Arbitration

1. Suspensions not subject to the expedited mediation/arbitration procedure set forth in Section B above and terminations will be arbitrated in accordance with the procedures set forth in Article 13 of the CBA.
2. The parties will jointly schedule the cases to be heard at least sixty (60) days in advance of the hearing.
3. Cases will be arbitrated within 180 days of the date the Union notifies the arbitrator of its request to schedule the case for hearing under Article 13, Section 1(c).
4. The Union shall have the right to substitute a case for another provided it obtains the Company's written consent at least thirty (30) days in advance of the scheduled hearing date.

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SCHEDULE A

MEDIATION/ARBITRATION OUTCOME

I. Case Information

- A. Case No. _____
- B. Grievant's Name _____
- C. Date of Suspension: _____
- D. Nature of Suspension (e.g. 10 day suspension for insubordination)

II. Results of Mediation

- A. This case has been successfully mediated as follows:

- B. This case could not be successfully mediated. _____

III. Arbitration Award

I, _____ having heard the above-captioned matter presented by the parties issue the following award:

- A. The grievance is denied in its entirety. _____
- B. The grievance is sustained in its entirety. _____
- C. The discipline imposed in this matter is modified as follows:

Date: _____