

unless the failure to make such request will be excused by the Arbitrator because of extraordinary circumstances including, but not limited to, newly discovered or previously unavailable material evidence that could not have been discovered or produced by reasonable diligence.

D. The procedure for arbitration will be as follows:

1. Within 30 days after the filing of the written request for arbitration, the Vice President of the Union or his/her delegated representative will confer with the Executive Director of Labor Relations of the Company or his/her delegated representative to select an Impartial Arbitrator and a date for the hearing.
 - a. Failure on the part of the Union to make the above request within 30 days will relieve the Company of the responsibility for retroactive wages from the date of the filing of the written request for arbitration until the date the Union complies with "1" above.
2. In the event of the failure of the persons named in "1" above to agree upon the selection of an Impartial Arbitrator within 30, days the Union or the Company may apply to the Federal Mediation and Conciliation Services, Washington, D.C., for the appointment of such Impartial Arbitrator.
3. The arbitration hearing will be started within 60 days, if practical, of the selection of the Impartial Arbitrator and carried to a conclusion as expeditiously as possible. A decision and award by the Impartial Arbitrator will be rendered within 15 days, if feasible, of the completion of the hearing.
4. The Impartial Arbitrator will have power to decide whether or not a particular finding will have a retroactive effect, provided, however, that no retroactivity will predate the Union's demands for arbitration except as is or may be otherwise provided in other contracts or agreements between the parties.

- E. The decision of the Impartial Arbitrator will be final and the Company and the Union agree to abide by such decision. The compensation and expenses of the Impartial Arbitrator and the general expenses of the arbitration will be borne by the Company and the Union in equal parts. Each party will bear the expense of its representatives and witnesses. Any expenses incurred because of any cancellation or postponement of an arbitration hearing will be borne by the party requesting such cancellation or postponement.

23.02 Expedited Arbitration.

- A. In lieu of the procedures specified in 23.01 of this Agreement, any grievance filed on behalf of an employee which involves suspensions or discharges except those which also involve an issue of arbitrability, contract interpretation, or strike activity and those which are also the subject of an administrative charge or court action will be submitted to expedited arbitration within 15 calendar days after the filing of a request for arbitration. In all other grievances involving disciplinary action which are specifically subject to arbitration under 23.01, both parties may, within 15 calendar days after the filing of the request for arbitration, elect to use the expedited arbitration procedure provided. The election will be in writing and, when signed by authorized representatives of the parties, will be irrevocable. If no such election is made within the foregoing time period, the arbitration procedure in 23.01 will be followed.
- B. A panel of at least 8 but no more than 10 arbitrators will be selected by the parties. Each arbitrator will serve until the termination of this Agreement unless his/her services are terminated earlier by written notice from either party to the other. The arbitrator will be notified of his/her termination by a joint letter from the parties. The arbitrator will conclude his/her services by settling any grievance previously heard. A successor arbitrator will be selected by the parties. Arbitrators will be assigned cases in rotating order designated by the parties. If an arbitrator is not available for a hearing within 10

working days after receiving an assignment, the case will be passed to the next arbitrator. If no one can hear the case within 10 working days the case will be assigned to the arbitrator who can hear the case on the earliest date.

C. The procedure for expedited arbitration will be as follows:

1. The parties will notify the arbitrator in writing on the day of agreement or date of arbitration demands to settle a grievance by expedited arbitration. The arbitrator will notify the parties in writing of the hearing date.
2. The parties may submit to the arbitrator prior to the hearing a written stipulation of all facts not in dispute.
3. The hearing will be informal without formal rules of evidence and without a transcript. However, the arbitrator will be satisfied himself/herself that the evidence submitted is of a type on which he/she can rely, that the hearing is in all respects a fair one, and that all facts necessary to a fair settlement and reasonably obtainable are brought before the arbitrator.
4. Within 5 working days after the hearing, each party may submit a brief written summary of the issues raised at the hearing and arguments supporting its position. Such summaries are not to exceed 10 pages in cases involving discharge or 5 pages in cases involving suspension. The arbitrator will give his/her settlement within 5 working days after receiving the briefs. He/She will provide the parties a brief written statement of the reasons supporting his/her settlement.
5. The decision of the arbitrator will settle the grievance; however, it will only apply to the grievance being arbitrated and will not be precedent-setting, unless the settlement or a modification thereof is adopted by the written concurrence of the representatives of each party at the Executive Level of the grievance procedure.

6. The time limits in "1" and "4" of this Section may be extended by agreement of the parties or at the arbitrator's request, in either case only in emergency situations. Such extensions will not circumvent the purpose of this procedure.
7. In any grievance arbitrated under the provisions of this Section, the Company will under no circumstances be liable for back pay for more than 9 months (plus any time that the processing of the grievance or arbitration was delayed at the specific request of the Company or time between original proposed dates and actual arbitration resulting from the Company's inability to comply with original dates) after the date of the disciplinary action. In grievances which were scheduled for mediation prior to expedited arbitration, the liability for back pay will be no more than 12 months. Delays requested by the Union in which the Company concurs will not be included in such additional time.
8. The arbitrator will have no authority to add to, subtract from or modify any provisions of this Agreement.
9. The decision of the arbitrator will settle the grievance, and the Company and the Union agree to abide by such decision. The compensation and expenses of the arbitrator and the general expenses of the arbitration will be borne by the Company and the Union in equal parts. Each party will bear the expense of its representatives and witnesses. Any expenses incurred because of any cancellation or postponement of an expedited arbitration hearing will be borne by the party requesting such cancellation or postponement.

23.03 Mediation.

- A. Where mutually agreed, grievances may be mediated once at either the 2nd or 3rd Step, with the exception of those dealing with matters of contract interpretation.

1. Once a grievance has been appealed to arbitration, if the Union at the Executive Level requests mediation and the Company concurs, the grievance will be presented at a mediation hearing.
 - a. Grievances to be mediated at the 2nd Step are not required to be approved for arbitration prior to mediation.
2. Within 45 days of the Union's request for arbitration, the parties will schedule and hold a mediation hearing. This hearing will normally be held in the grievant's exchange/WRA and in either a Company or Union facility. Should the availability of a mediator unnecessarily delay the processing of the grievance, either party may request that the mediation step be bypassed and the grievance be scheduled for arbitration.
3. Spokespersons for the mediation hearing will normally be as follows:

	2nd Step	3rd Step
CWA	Local President/ designee	CWA Staff Rep
Company	Management designee	Director/designee with primary LR responsibility

An attorney will not be used by either party at the mediation hearing. The number of employees who will suffer no loss in pay under 21.03 of the Agreement will be no more than 2. Should additional employees be necessary for the complete discovery of facts at the hearing, the parties will agree in advance to the number of additional employees who will attend the conference and suffer no loss in pay under 21.03.

4. The mediation hearing will normally be attended by the grievant, the Local President/designee, the grievant's

supervisor and the Director/designee. Attendance at the mediation hearing will be limited to those people actually involved.

5. All written material that is presented to the mediator will be returned to the party presenting the material at the termination of the mediation hearing. The mediator may, however, retain one copy of the written grievance, to be used solely for purposes of statistical analysis.
6. Proceedings before the mediator will be informal in nature. The presentation of evidence is not limited to that which has been presented in the grievance proceedings; however, the issue mediated will be the same as the issue the parties have tried to resolve through the grievance process. The rules of evidence will not apply, and no record of the mediation hearing will be made.
7. The mediator will have the authority to meet separately with any person or persons, but will not have the authority to compel the resolution of a grievance.
8. The Company and Union spokesperson at the mediation hearing may accept the resolution proposed by the mediator and such settlement or any other settlement resulting from the conference will not be precedent-setting, unless both parties agree.
9. If no settlement is reached during the mediation hearing, the mediator will provide the parties with an immediate oral advisory opinion, including the grounds for his/her opinion, unless both parties agree that no opinion will be provided. The grievance is then subject to being scheduled for arbitration.
10. In the event that a grievance which has been mediated subsequently is arbitrated, no person serving as a mediator between these parties may serve as arbitrator. Nothing said or done by the mediator may be referred to at arbitration. Any settlement proposal made by either party

at the mediation hearing will not be referred to at the arbitration hearing.

- B. The parties will share equally the costs associated with mediations held at the 3rd Step. Costs associated with mediations at the 2nd Step are outlined in 21.01C2b5a.

ARTICLE 24

EMPLOYMENT SECURITY PARTNERSHIP

24.01 General Information.

- A. Definition: The Employment Security PARTNERSHIP is intended to benefit our employee body because we acknowledge that employees represent our best competitive advantage. Employees and their jobs will continue to be affected by technological developments and structural changes, therefore CWA and BellSouth realize the need for ongoing employee development, career preparation and career transition.
- B. Eligibility: All regular full-time and regular part-time employees with at least 6 months of seniority will be eligible to participate in the Program.
- C. Participation: Participation in all components of the Program are on the employee's own time with the exception of Orientation meetings and Career Counseling (as specified in 24.03 and 24.05).
- D. Funding: The Program will be funded through an Employment Security PARTNERSHIP account. This account will be computed by multiplying term of contract (years) x \$130 x the total number of regular full-time *and regular part-time* employees in the company as used in wage and benefits calculations for *2004* contract negotiations. The PARTNERSHIP Board of Directors will monitor Employment Security PARTNERSHIP funding levels and, from time to time, may recommend to the Company that it provide