II. CPR: Resuscitating the One-Day Hearing

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Introduction

Over the past 22 years of my practice as a union labor lawyer, I have noticed a slow, but inexorable trend toward longer and longer arbitration proceedings. When I first began practicing, the one-day arbitration hearing was the norm. Generally, only the most complex contract interpretation cases would require more than a day of hearing. Today, quite the opposite is true. Even the most simple discipline matters are subject to being dragged out over the course of a number of days of arbitration.

One notable exception to this trend in my personal practice has been the dispute resolution procedure utilized by the Teamsters California State Council of Cannery and Food Processing Unions (TCC) and California Processors, Inc. (CPI), a multi-employer association including such companies as Del Monte Foods, H.J. Heinz, Cascade Logistics, Seneca Foods, Pacific Coast Producers, and Unilever, Inc., employing more than 20,000 union members. For more than 50 years, these parties have resolved essentially all their disputes, including both disciplinary and contract interpretation matters, in a remarkably efficient manner. In most labor arbitrations today, completing a hearing in one day or less is considered a major accomplishment. The TCC/CPI arbitration procedure is so efficient that the parties routinely arbitrate six (6) or more cases in a few hours.

The purpose of this paper is to briefly summarize some of the key elements of the TCC/CPI Grievance Procedure that promote and effectuate these efficiencies. A copy of that procedure is attached to this paper as Appendix 2. However, before discussing these procedures, I would be remiss if I failed to mention another critical, albeit unwritten, aspect of the parties' grievance arbitration procedure.

All disputes arising under a collective bargaining agreement consist of three components—the content of the dispute, the process by which the dispute is resolved, and the relationship of the parties. Content, process and relationships—referenced by the

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acronym "CPR"—will each have an impact on the efficiency of any dispute resolution procedure. Obviously, the more complex the content of a problem confronting labor and management, the greater the likelihood of an extended proceeding. Although the parties may seek out potential problems for resolution before they become full-blown disputes, it is my experience that labor and management representatives constantly have their hands full with ongoing disputes that could not have been foreseen regardless of how prescient one might be. In other words, the conflicts in the workplace will naturally arise on their own accord and demand the attention of representatives of labor and management. Thus, "content" is inevitable.

The "process" by which disputes are addressed is not inevitable. The procedures available to the parties are limited only by their creativity at the bargaining table. Nevertheless, regardless of the simplicity of the problem being addressed or the well-designed procedures agreed upon by the parties to resolve workplace disputes, the ongoing "relationship" between the parties can readily destroy a functioning grievance arbitration procedure. The goal of arbitration is not to win at any cost or to make the process so distasteful and expensive so as to force the other side to avoid arbitration altogether. If the parties develop a working relationship and endeavor to live by the spirit, as well as the letter, of an efficient dispute resolution procedure, they will be well on their way to efficiently solving problems in the workplace.

Key Elements of the TCC/CPI Grievance Procedure

With just a cursory review of the TCC/CPI Grievance Procedure, one will immediately recognize certain standard and well-worn elements typical of most dispute resolution procedures. For example, the process requires the parties to submit their dispute through various established steps before the matter is submitted to final binding arbitration before a neutral third party. Each one of the steps has clear, well-defined timelines to which the parties must strictly adhere unless mutually waived. These and several other aspects of the TCC/CPI Grievance Procedure are common to practitioners. However, numerous elements of this dispute resolution process that greatly contribute to its efficiency are far less common. The following is a summary of these major components that generate efficiencies.

Representatives With Authority

Most grievance procedures set forth specific steps in a process that elevate unresolved disputes to individuals at a higher level in the organizational hierarchy. Unfortunately, all too often these individuals do not have the express or implied authority to compromise or settle any dispute without the approval of someone else, usually a superior, who is not designated as being a part of that step in the grievance process. The TCC/CPI procedure is different. After the initial step in the grievance procedure, disputes shall be submitted to a representative "who shall have full authority to settle grievances." This component does not directly contribute to the efficiency of the presentation of unresolved cases in a subsequent arbitration. However, the anecdotal evidence suggests that by ensuring that the parties' representatives have the authority to resolve matters at such a stage in the grievance process, fewer cases go forward and, therefore, the unresolved disputes can be given appropriate and adequate attention by the parties.

Full Disclosure Meeting

Article XIII, Section E(12) of the labor agreement between the Teamsters Cannery Council and California Processors, Inc., provides as follows:

> The grievance procedure is designed to encourage settlement of grievances promptly at the lower steps and it is recognized that this objective can best be accomplished when there is full and complete disclosure by both parties of all information relevant to the discussion and resolution of a particular grievance. Therefore, it is the intent of the parties that all facts, evidence and witnesses pertinent to a grievance, and known to exist by either party, shall be disclosed as early as possible in the grievance procedure.

Full disclosure of all relevant facts could conceivably occur in a piecemeal fashion under the literal interpretation of the above-referenced clause. However, the collective bargaining agreement expressly authorizes the parties to create "rules of procedure" to govern the administration of the dispute resolution procedure.[1] The parties long ago established that not only would the Second Step in the grievance process be handled by those with authority to compromise and settle disputes, as discussed above, but also that the Second Step would be considered the "Full Disclosure Meet-

[1] *See* Article XIII, Section E(11).

ing" in which each party was bound to share all facts, evidence, and witnesses pertinent to a grievance and known to exist.

This rule of procedure is not merely a normative suggestion. Rather, any party in violation of the rule is precluded from introducing such facts, evidence, or witnesses at the TCC/CPI arbitration. This process has a clear sobering effect on the parties, forcing a rational, fact-based analysis by both labor and management regarding their respective positions. Furthermore, because each side is obliged to expose both the strengths and weaknesses of their respective claims at the Full Disclosure Meeting, neither party is surprised by the record that develops at the hearing. This unique element contributes perhaps more than any other to the efficient handling of grievances under the TCC/CPI grievance procedure.

Two-on-Two Panels

A majority of the grievance procedures under collective bargaining agreements negotiated by unions and employee associations follow a traditional structure. Grievances are usually processed through a specific number of ascending "steps" in the organizational structure of labor and management and culminate in final and binding arbitration before a neutral third party if the dispute remains unresolved. However, some labor contracts, including the TCC/CPI Grievance Procedure, provide for an additional step at the penultimate stage of the dispute resolution process, which creates further efficiencies. This stage is referred to as a "Board of Adjustment" in some labor agreements, but characterized as the "Arbitration Board Sub-Committee" or "Two-on-Two Panel" under the Article XIII, Section E(1), of the TCC/CPI Agreement.

This Two-on-Two Panel consists of two representatives from labor and two representatives from management. However, none of these individuals may be representatives of the Teamster local union or company presenting the case before the panel. The Panel has the responsibility to issue decisions on unresolved grievances based on a review of the evidence presented at the hearing. Of necessity, this requires the local union and the company involved to conduct all research and adequate preparation prior to the meeting in order to present their case. Each member of the Panel is entitled to ask questions not only of the witnesses, but also of the advocates presenting the case. After hearing the evidence, the Panel conducts an executive session and renders a bench

decision in each case. Each member on the Panel has one vote. Only deadlocked matters are processed to final arbitration.

Often, politically sensitive matters are disposed of at this stage of the TCC/CPI Grievance Procedure. The local union may feel constrained to reject a grievance from an influential steward or a dispute being pressed by an employee who ran for office in the last local union election. Or a company may feel pressed to "support its supervisors" even when it is apparent that the supervisor in question made a questionable decision. The Two-on-Two Panel can readily dispose of these and many other workplace disputes that cannot be solved locally, but that otherwise lack real merit for arbitration.

Permanent Arbitrator

A vast majority of grievance arbitration procedures require the parties to select a neutral from a list provided by an outside agency (i.e., American Arbitration Association, Federal Mediation and Conciliation Service, etc.) or from a list of arbitrators agreed upon by the parties and incorporated in the labor agreement. The inevitable consequence of this procedure is for the parties' advocates to select a neutral that has recently given that advocate favorable rulings, and to reject those arbitrators who have ruled against them. Another consequence is that, no matter who is selected, the parties feel obliged to "educate" the arbitrator about every nuance and intricacy pertaining to the employer's operations or the dispute at hand. Unfortunately, this same inefficient process is duplicated with each arbitration between the parties because with every new dispute, there is an opportunity to strike the name of the neutral arbitrator who ruled against the party in the last dispute and the need to educate the new arbitrator.

The TCC/CPI Grievance Procedure requires the parties to select a "permanent Arbitrator" who will hear disputes month after month. Thus, the arbitrator quickly learns the details regarding the industry, each employer's operations, the construction and interpretation of the collective bargaining agreement, past practices of the parties, as well as the rules of procedure governing the resolution of disputes. Quite frankly, the parties also begin tailoring their presentations to the analytical perspectives of the permanent arbitrator. This mutual awareness gives greater predictability to the dispute resolution process.

Monthly Hearings and Multiple Cases

Under most labor agreements, arbitrations are scheduled on an ad hoc basis by the parties' advocates. If either party is inclined to delay the selection process, it can take several weeks, if not months, just to get an arbitrator selected. Furthermore, given the demand for experienced neutrals, it is not uncommon to find that once an arbitrator is selected, the first available date for the hearing may be several more months down the road. Once again, if either party is intent on slowing down the process, the advocates simply cannot find any openings on their calendars that coincide with the arbitrator's availability. Finally, except in the most unusual circumstances, each one of these hearings, when they are finally scheduled, involve only one grievance.[2] The net result of such an insane procedure is to ensure that all disputes, from the most trivial to the most critical, are likely to remain unresolved for approximately 6 to 12 months, if not longer. The expenses the parties incur for the arbitrator, court reporter, and legal fees charged by their respective advocates can be debilitating. It is not a stretch for one party to assume that such delays and the resulting expenses are incurred by design of the other party.

The TCC/CPI process attempts to avoid this expensive and time-consuming process by scheduling one day of hearings per month with the permanent arbitrator. The week prior to the arbitration, both labor and management representatives conduct separate pre-arbitration meetings to review each case that has gone through the Second Step Full Disclosure Meeting and remains resolved after the Two-on-Two Panel. Those cases that lack sufficient merit are either settled or dropped altogether.[3] Those cases that have merit are scheduled for arbitration, with preference given to discharges and those grievances that were filed earliest. If possible, a minimum of six (6) cases are set for hearing on the day of arbitration scheduled the next week.

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[2]Obviously, if the hearing drags out for more than one day and a second day of hearing has not already been scheduled with the arbitrator, this entire dilatory process will be repeated, causing further delays.

[3]Given the multi-employer, multi-union composition of the TCC/CPI Grievance Process, neither one employer nor one union can dictate that a certain grievance be processed to arbitration. Thus, the system has the benefit of being able to weed out those disputes that are more personal than contractual in nature.

The average dispute under the TCC/CSI Grievance Procedure that is taken to arbitration is usually heard by the permanent arbitrator within 60 days from the date the grievance was filed. For critical contract issues and any grievance involving potential monetary liability, such a quick dispute resolution procedure is highly desirable.

Offers of Proof

Advocates in labor arbitrations are accustomed to asking properly crafted questions of their own witnesses in order to solicit admissible evidence, while simultaneously avoiding disclosure of facts that undermine the theory of their case in chief. Given the full disclosure of evidence under the TCC/CPI Grievance Procedure, such a process is superfluous and only adds to the length of the hearing.

According to the rules of procedure agreed upon by the TCC and CPI, the cases in chief for both parties are submitted by written offers of proof read into the record by their respective advocates. Offers of proof from each witness who will testify must meet the following criteria:

1. Offers must be confined to the events that took place to which the individual testifying was a percipient witness.
2. Each offer must be submitted separately, typed, and signed by the witness.
3. Events to which the witness is testifying should be listed in chronological order.
4. Offers should be exact as possible as to time, place, distances, and other such facts.
5. Offers should relate facts observed by the witness, not conclusions or personal judgments.
6. Offers should include as attached exhibits any documents pertinent to the witnesses' testimony.

Rather than soliciting testimony by the typical examination through a question and answer process, this offer of proof procedure reduces the time required to present one's case in chief by more than 50 percent.[4] It also enables witnesses who are unaccus-

[4]By eliminating the need to suffer through an advocate's artfully crafted questions, this process also greatly reduces the need to suffer through artfully crafted objections by opposing counsel.

tomed to testifying at an arbitration proceeding to have their testimony fairly and accurately stated in writing and submitted to the Arbitration Board without the anxiety and pressure of responding to carefully crafted direct examination questions or the flustering influence of obstreperous objections asserted by opposing counsel. This is particularly true for grievants and other union members (as opposed to supervisors and management representatives) who may have never testified at an arbitration prior to that time.

However, utilization of offers of proof under the TCC/CPI Grievance Procedure does not relieve any witness from cross-examination. If an offer of proof mischaracterizes the facts disclosed at the Full Disclosure Meeting or fails to mention important exculpatory evidence, cross-examination will make the record clear. The Arbitration Board does not take kindly to any witnesses or their offers of proof that play fast and lose with the facts.

The process of submitting offers of proof at the hearing also has the added benefit of making most of the management representatives involved in the process entirely comfortable with presenting their respective cases at the hearing without the assistance of legal counsel.[5] These representatives, usually Human Resource Managers or Labor Relations Directors, are quite adept at preparing offers of proof and asking appropriate questions on cross-examination when necessary. Although the Teamsters Cannery Council routinely has a legal representative in attendance to present the union's case at arbitration, the historical practice has been that all attorneys involved in these arbitrations, whether labor or management, have respected the parties dispute resolution procedures, as well as the spirit of the TCC/CPI agreement. In other words, the attorneys refrain from playing the part of a lawyer, and instead assist both parties and the permanent arbitrator to understand the facts and efficiently render a decision.

Arbitration Board and Bench Decisions

In most labor arbitrations, one or both parties request the opportunity to submit post-hearing briefs to the neutral after receipt of the transcripts from the proceeding. Generally, transcripts require 30 days to prepare and counsel routinely request a minimum of 30 days from receipt of the transcripts to prepare and file their

[5]In my experience, management representatives seem to complain just as bitterly and obsessively about the fees billed by their own legal counsel as do most union representatives.

post-hearing briefs. As often as not, one of the advocates requests additional time to file his or her respective brief and this request is invariably granted. Thus, it can easily be 60 to 90 days after the close of the hearing just to get the matter finally submitted to the arbitrator. Of course, arbitrators are obliged to refrain from making their decision until they have reviewed the advocate's post-hearing submissions, which will require review and consideration of the parties positions. Then, the arbitrator will engage in the solitary act of crafting and finally issuing his or her written opinion and award. Given the average arbitrator's workload, this process will usually take several more months to complete.

The TCC/CPI Grievance Procedure and rules essentially reverses this process. First, neither of the parties may submit post-hearing briefs. Although the parties retain the services of a court reporter, their duties merely include making an official record of the proceedings. Second, essentially all decisions rendered by the arbitrator are bench decisions. Finally, at the conclusion of each case, the arbitrator is not isolated and forced to render the decision alone. Instead, this grievance process establishes an Arbitration Board consisting of the permanent arbitrator as well as a representative from both the California Processors, Inc., and the Teamsters Cannery Council. This body convenes privately in a brief executive session at the conclusion of each matter presented for hearing. The arbitrator discusses his or her tentative decision with the other members of the Arbitration Board, who are then in a position to clarify facts or evidence that may have been unclear on the record. More importantly, these individuals serve as a sounding board regarding the potential impact that a tentative ruling may have on the labor management relations between the parties. This gives the arbitrator the opportunity to potentially tailor the decision and avoid unintended consequences. After due deliberation, the arbitrator provides a bench decision that is announced to the parties.

Conclusion

The TCC/CPI Grievance Procedure offers several unique components that, when taken together, generate remarkable efficiencies. Where the average dispute resolution procedure costs thousands of dollars to resolve one grievance 6 to 12 months after the event giving rise to the dispute, the TCC/CPI process resolves multiple grievances in approximately 60 days at a small fraction of

the overall cost. However, these efficiencies would not be possible without the mature, well-developed working relationship between the parties. Both labor and management recognize that disagreements will inevitably occur in the workplace and that their respective positions regarding discipline of members or interpretation of contract rights will sometimes collide. However, both parties are acutely aware that their mutual long-term interests in an efficient and fair dispute resolution process far outweigh any individual short-term interests in prevailing in a particular dispute.

The content of the disputes arising under the labor agreement between the Teamsters Cannery Council and California Processors, Inc., are typical of the grievances arising under any collective bargaining agreement. The TCC/CPI Grievance Procedure has several common, garden-variety components, but also numerous unique elements that generate tremendous efficiencies. However, all these time- and cost-saving components would be quickly nullified without the strong working relationships between the representatives of the parties. Without this unwritten, critical element, the TCC/CPI Grievance Procedure would also require resuscitation.

Appendix 2 to Chapter 5

Article XIII ADJUSTMENT OF GRIEVANCES

A. It is the intention of the parties to adjust any and all claims, disputes or grievances arising hereunder by resort to the procedures provided in this section, and it is therefore agreed that during the life of this Agreement, there shall be no cessation of work, whether by strike, walkout, lockout, intentional slow-down or other interference with production, provided the parties hereto comply with the terms and conditions of this Agreement and follow the adjustment procedures of this Section. Violation of this provision shall constitute grounds for termination of the Collective Bargaining Agreement by the aggrieved party, but said party may, without waiver of said breach and right to terminate, submit the violation to the Arbitration Board for appropriate action.

B. Grievances shall be settled in the following manner and without resort to any other procedures, methods or agencies and there shall be no discrimination of any kind by any Company against any employee on account of a grievance filed pursuant to the terms and conditions of this Agreement.

1. First Step

   The grieving party shall notify the other party of the existence of a grievance within five (5) working days following the date the alleged grievance occurred. Efforts shall be made to settle the grievance promptly by the Company and Local Union representatives. Therefore, the Company and Local Union representatives shall meet within five (5) working days after notification by one party to the other of the existence of a grievance to obtain all pertinent facts.

2. Second Step

   It is the intent of the parties that if the grievance is not settled at the first step, it shall be reduced to writing within five (5) working days on an industry-wide grievance form and submitted, depending on which is the grieving party, by the Local Union to the Company, or by the Company to the Local Union, and copies shall be submitted to the Teamsters California State Council of Cannery and Food Processing Unions and California Processors, Inc.

It is the intent of the parties that within five (5) working days following receipt of the written grievances described herein, the party who allegedly committed the grievance shall submit in writing its answer to the grievance, including a reason, if denied. A copy of this written answer shall be submitted to the Teamsters California State Council of Cannery and Food Processing Unions and California Processors, Inc. The Company and the Local Union will submit a list of representatives at each location who shall have full authority to settle grievances referred to in the second step. Such representatives shall meet within the five (5) working days following receipt of the written grievance to attempt to resolve the grievance. Any changes in this list will be given to the other party in writing.

3. Third Step

   It is the intent of the parties that if the grievance is not settled at the second step, it shall be submitted within ten (10) working days from receipt of the answer given in the second step to Arbitration in writing on an industry-wide grievance form. Copies of the grievance filed at this step shall be sent to the Teamsters California State Council of Cannery and Food Processing Unions and California Processors, Inc., the Company and the Local Union.

C. Discharge cases shall be reduced to writing by the grieving party within three (3) days from the date of discharge and if not resolved, shall be scheduled for arbitration not later than ten (10) days from the date of the written grievance.

D. The Parties agree to follow the foregoing grievance procedure in accordance with the steps, time limits and conditions contained therein. It is also agreed that time limits in all steps of the grievance procedure shall be strictly adhered to unless mutually waived. With the exception of a case involving a discharge or suspension, a grievance shall not be filed at more than one step of the grievance procedure on a concurrent basis.

E. The Arbitration Board

   1. An Arbitration Board is hereby established to process cases which cannot be resolved by the parties. A subcommittee of the Arbitration Board will meet to settle cases when assigned to the sub-committee by the Califor-

nia Processors, Inc. and the Teamsters California State Council of Cannery and Food Processing Unions and California Processors, Inc. Sub-committee hearings shall be held on dates and in areas mutually agreed upon by California Processors, Inc. and the Teamsters California State Council of Cannery and Food Processing Unions. The Teamsters Cannery Council and California Processors, Inc. shall schedule sufficient monthly meetings of the sub-committee of the Arbitration Board to resolve pending grievances promptly. All cases involving contract grievances, classification of jobs or employees and all other matters arising under the contract shall be assigned to the sub-committee. Cases involving discipline will not be referred to the sub-committee, unless mutually agreed to by the parties. The sub-committee of the Arbitration Board will consist of equal representation between the Employer and the Union. Members of the Arbitration Board will consist of equal representation between the Employer and the Union. Members of the Arbitration Board or the sub-committee may not act on cases involving that member's Company or Local Union. If the sub-committee is unable to resolve a case, that matter will be referred to the Arbitrator. Decisions of the sub-committee will be in writing and will be final and binding on both parties.

2. California Processors, Inc., the Teamsters California State Council of Cannery and Food Processing Unions, any Company, or any Local Union, shall have the right to present grievances for adjustment. If the party presenting the grievance is a Local Union, the grievance shall be presented through the Union and if a Company, through the employer. Grievances related to working conditions under this Agreement shall be proper subjects for submission to the Arbitration Board.
3. A permanent Arbitrator shall be selected by mutual agreement. In the event of the unavailability of the permanent Arbitrator during the period requested by the parties, alternate arbitrators shall be asked to serve in the order agreed upon by the parties. If the parties cannot agree upon an arbitrator or alternate arbitrators within the time specified, such arbitrator or alternate arbitra-

tors shall be selected by the Chief Judge of the Federal District Court in San Francisco.

4. A schedule shall be arranged, if possible, to assure that six (6) cases shall be heard on each day that the Arbitrator is regularly available for hearings.
5. The Arbitration Board shall meet once monthly to hear complaints submitted for arbitration in accordance with the third step of the grievance procedure. Unless otherwise mutually agreed upon by the parties, no grievance, other than discharge cases, will be included in the agenda for any meeting of the Arbitration Board which was not submitted for arbitration at least ten (10) working days in advance of the scheduled meeting date. In the event a grievance filed by a Local Union or a Company is classified as urgent by either the Teamsters Canner Council or California Processors, Inc., an Arbitration Board meeting will be held within ten (10) days from the date the grievance is filed in accordance with the above procedure. By mutual agreement a grievance classified by either the Teamsters Cannery Council or California Processors, Inc. as urgent may be submitted to the sub-committee of the Arbitration Board which shall hear the grievance within ten (10) working days from the date the grievance was classified in writing as urgent. If the sub-committee is unable to resolve the urgent grievance it shall be scheduled for the first Arbitration Board Hearing subsequent to the sub-committee hearing. The parties agree that the monthly meeting of the Arbitration Board should be utilized to its fullest extent, and to accomplish this at least three (3) working days advance notice should be given in order to postpone any case scheduled for an Arbitration Hearing unless good cause is shown for postponement without advance notice on conditions satisfactory to the Arbitration Board.
6. Failure on the part of the complainant, whether Company or Local Union, to appear in any cases pending before the Arbitration Board shall result in the forfeiture of its case by the complainant party.
7. No claim for back pay will be valid for a period prior to fifteen (15) days before the date the grievance was first reduced to writing in accordance with step two of the

grievance procedure, unless neither the Local Union nor the employee could reasonably be expected to know of the existence of the claim. In which event, the claim will be valid back to the original date that the violation occurred.

8. The Arbitration Board shall consist of the Arbitrator and an advisory panel consisting of no more than two (2) representatives from each party to assist the Arbitrator in making his determinations. The advisory panel shall in any event consist of equal representation from the parties. The Teamsters Cannery Council members of the panel shall be appointed by the Council and the California Processors, Inc. members shall be appointed by California Processors, Inc. Members of the advisory panel shall provide information to the Arbitrator but shall not have voting rights. No member of the advisory panel may act on cases involving that member's own Company or Local Union

   Decisions shall be rendered no later than the conclusion of the hearing day unless a written opinion or decision has been requested.
9. Decisions of the Arbitration Board will be in writing and will be final and binding on both parties.
10. Expenses of the Arbitration Board will be shared equally by the parties to this Agreement.
11. The Arbitration Board is empowered to make its own rules of procedure but cannot change the present Agreement or make new agreements.
12. The grievance procedure is designed to encourage settlement of grievances promptly at the lower steps and it is recognized that this objective can best be accomplished when there is full and complete disclosure by both parties of all information relevant to the discussion and resolution of a particular grievance. Therefore, it is the intent of the parties that all facts, evidence and witnesses pertinent to a grievance, and known to exist by either party, shall be disclosed as early as possible in the grievance procedures.
13. In hearings before the Arbitration Board, either party may announce at the start of a hearing on any case that said party desires a subsequent written opinion or deci-

sion by the Arbitrator provided that the following procedures are observed:

a. Any party desiring a subsequent written opinion or decision by the Arbitrator must give written notification to the Employer and the Union at least one (1) week prior to the date of the scheduled hearing that said party will announce at the start of the hearing on the case that it desires a written opinion or decision.
b. Upon receipt of such notification, and a request by the Arbitrator, the Employer or the Union, a court reporter will be arranged for the hearing. The cost of such court reporter shall be borne by the Company or the Local Union making the request for the written opinion or decision.
c. If any party desires a subsequent written opinion or decision and fails to give the required notification, the scheduled hearing on that case will be automatically cancelled and a further hearing set up so that all parties can be advised and a court reporter made available.

14. The amounts due under any decision shall be made by separate checks if not specifically itemized on the grievant's regular paycheck.
15. For all fourteen hundred (1400) hour employees a verbal or written warning or a suspension shall not be used as evidence in Arbitration if more than twenty-four (24) months have elapsed since the date of such warning or suspension. For all non-fourteen hundred (non-1400) hour employees a verbal or written warning or a suspension shall not be used as evidence in Arbitration if more than thirty-six (36) months have elapsed since the date of such warning or suspension.

F. The Company will pay all monies owed for grievance awards within two (2) pay periods following settlement.