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Article 25

Arbitration

Section 1. Notice to Invoke Arbitration

A grievance processed under this agreement, if unresolved may be referred to arbitration as provided for in this article. ~~A referral to arbitration can be made~~
Only by the Union or Administration may refer any grievance to arbitration. A notice to invoke arbitration must be in writing and served on the opposite party within fifteen (15) twenty (20) work days after receipt of the written decision rendered in the final step of an action processed under Article 24 (Grievance Procedure) or under the conditions specified elsewhere in this agreement.

The parties ~~will~~ within ten (10) working days ~~from~~ **prior to** the date of the ~~request for arbitration~~ **hearing** shall try to define the issue(s). If the parties fail to agree on a joint submission of the issue(s) for arbitration, each **party** shall submit a separate submission, ~~and the arbitrator shall determine the issue or issues to be heard.~~ **If there is no joint submission of the issues and a party fails to make a separate submission, the issue provided by the other party will be heard**

23 **and determined by the arbitrator. If separate issues are submitted, the**
24 **arbitrator shall determine the issue or issues to be heard and decided.**

25

26 **Section 2. Panels**

27

28 The parties will continue to abide by the current arrangements and procedures
29 for arbitration panels unless altered by mutual consent.

30

31

32 **Section 3. Removal of Arbitrators**

33

34 Any arbitrator on a panel may be removed from the list by either party on each
35 anniversary date of the establishment of the specific panel by giving a 30-day
36 written notice to the arbitrator with a copy to the other party. Upon receipt of
37 written notice, no further cases will be assigned to that arbitrator, but the
38 arbitrator will hear and decide any cases already assigned to him/her. Within ten
39 (10) workdays after receipt of such notice, the parties shall mutually agree upon
40 another arbitrator to replace the arbitrator removed. The newly selected
41 arbitrator will be placed on the list and will take cases on a rotational basis in the
42 same manner as the arbitrator he/she replaces would have received them. The
43 parties may mutually agree to remove an arbitrator at any time.

44

45

46 **Section 4. Refusal to Participate**

47

48 ~~Should either party refuse to participate in arbitration, the other party may~~
49 ~~present the case to the next arbitrator in the rotation, who shall have authority to~~
50 ~~render a decision.~~

51

52 **Upon selection of the arbitrator, each party will identify its representative**
53 **for communications with the arbitrator and for responding to any questions.**

54 **Should the non-moving party refuse to timely participate in scheduling the**
55 **arbitration hearing, the moving party may proceed to schedule the case ex**
56 **parte and the arbitrator shall have full authority to render a decision in**
57 **such situation.**

58

59 **Section 5. Procedures**

60

61 A. The procedures used to conduct the arbitration shall be determined by the
62 arbitrator. ~~The Union~~ **Each party** will be entitled to have one (1)
63 representative and one (1) technical advisor at each hearing. Each party is
64 entitled to one (1) observer **who may not participate in the proceeding.**
65 ~~The~~ **Any agency employee designated as a** Union observer will be on
66 official time. **This does not preclude a non employee being designated**
67 **as an observer.** ~~in accordance with Article 30 of this Agreement and at no~~
68 ~~cost to the Agency.~~

69

70 B. The arbitrator's fees and expenses will be shared equally by the parties.

71

72 C. If the Administration requests a transcript, the Administration will bear the
73 entire cost of such transcript and will furnish one copy to the Union.

74

75 D. The arbitration hearing shall be held, if possible, on government controlled
76 property at or near the city where the dispute arose, unless the parties agree
77 to hold the hearing elsewhere.

78

79 E. The parties agree to keep the number of witnesses to a reasonable number.

80 ~~The union will pay all costs for its representatives and witnesses with the~~
81 ~~exception that the Agency will pay the travel and per diem costs for two union~~
82 ~~witnesses and the grievant at arbitration. In this regard, the Agency will pay~~
83 **travel and per diem for the representative, technical advisor, three (3)**
84 **union witnesses and the grievant(s) to participate in all phases of the**
85 **arbitration proceeding, either as party or to testify as witnesses, without**
86 **loss of pay. The arbitrator may approve additional union witnesses to**
87 **receive travel and per diem.**

88

89

90

91 F. The arbitrator's decision shall be final and binding. In other than expedited
92 cases, the arbitrator shall make specific finding of fact(s) based on the
93 evidentiary record. However, either party may file an exception to the
94 arbitrator's award in accordance with applicable law and regulations. The
95 arbitrator will be requested to render the decision as quickly as possible, but
96 in any event not later than thirty (30) days after the conclusion of the hearing,
97 unless the parties mutually agree to extend the time limit.

98

99 G. If the arbitration award is unclear to either party, the award shall be returned
100 to the arbitrator for clarification.

101

102

103 **Section 6. Effect of Arbitrator's Award**

104

105 The arbitrator shall have no power to add to, subtract from, disregard, alter, or
106 modify any terms of this agreement.

107

108

109 **Section 7. Expedited Arbitration Procedures**

110

111 The following expedited arbitration procedure is hereby adopted with respect to
112 any grievance which involves:

113

- 114 - An employee's formal performance appraisal, other than demotions or
- 115 removals for unacceptable performance under 5 U.S.C. Chapter 43;
- 116
- 117 - Final decision to withhold a within-grade salary increase;
- 118
- 119 - **Counseling and oral warnings;**
- 120
- 121 - Reprimands and suspensions of 14 days or less;
- 122
- 123 - Action imposing sick leave restriction;
- 124
- 125 - Denials of sick leave, annual leave, and LWOP;
- 126
- 127 - AWOL charges; and
- 128
- 129 - Any other matter mutually agreed upon.

130

131 A. The parties agree that the primary purpose of this supplemental arbitration

132 procedure is to provide a swift and economical method for the resolution of

133 identified disputes. The parties agree to take positive action to see that this

134 purpose is fulfilled; and, in addition the arbitrator shall have the authority to

135 take steps necessary to see that the purpose is fulfilled.

136

137 The hearing shall be informal.

138

139 No briefs shall be filed or transcripts made.

140

141 There shall be no formal evidence rules.

142

143 ~~Normally,~~ **if possible**, at least two (2) cases a day will be scheduled and
144 heard **by the same arbitrator**.

145

146 **If an arbitrator is selected for an expedited case and another expedited**
147 **case is invoked within three months of a prior selection, the same panel**
148 **and same local, the original arbitrator will be assigned the second case.**

149

150 The hearing shall be scheduled not more than ten (10) days after notification
151 to the arbitrator. If the designated arbitrator is not available to conduct a
152 hearing within ten (10) days, the next panel member in rotation shall be
153 notified until an available arbitrator is obtained.

154

155 B. A single case should normally not require more than four (4) hours to be
156 heard with each party being allowed up to two (2) hours to examine witnesses
157 and make opening and closing statements. The arbitrator shall ensure that
158 the length of the hearing is not unnecessarily extended because of irrelevant

159 or repetitious testimony. The arbitrator may also waive the time limits for
160 good and sufficient reasons.

161

162 C. The arbitrator may issue a bench decision at the hearing but, in any event,
163 the arbitrator shall render the decision within forty-eight (48) hours after
164 conclusion of the hearing. This decision shall be based on the record
165 developed by the parties before and at the hearing and shall include a brief
166 written explanation of the decision.

167

168 D. The arbitrator's decision shall be final and binding on both parties. However,
169 either party may file an exception to the arbitrator's award in accordance with
170 applicable law and regulations.

171

172

173 **Section 8. Arbitration Panels**

174

175 I. Purpose:

176

177 It is to the advantage of both Parties to minimize the cost of travel and
178 expenses to be paid and shared for the selected arbitrators, as well as their
179 availability for a given time frame. Therefore, the Parties constituted panels
180 for both regular and expedited arbitrations, established a National case
181 control system for the panels, and adopted the following provisions:

182

183 II. Structure:

184

185 A. Each regular and expedited panel will be composed of the number of
186 arbitrators indicated below for both panels. There will be one regular and
187 one expedited panel for each of the following geographic areas:

188

- 189 1. Baltimore-Washington (20) (Panel 1)
190 (Headquarters, Washington, D.C., the entire States of Maryland and
191 Virginia)
- 192 2. Philadelphia (10) (Panel 2)
193 (Eastern Pennsylvania, Southern New Jersey and Delaware)
- 194 3. New York
195 (Metropolitan area, Northern and Central New Jersey) (20) (Panel 3)
- 196 4. Syracuse (7) (Panel 4)
197 (Western New York)
- 198 5. Albany (7) (Panel 5)
199 (Eastern New York)
- 200 6. Boston (7) (Panel 6)
201 (Massachusetts, Connecticut, Rhode Island, New Hampshire, Vermont,
202 and Maine)
- 203 7. Atlanta (7) (Panel 7)
204 (N. Georgia, North and South Carolina)
- 205 8. Florida (10) (Panel 8)
206 (Florida, S. Georgia)
- 207 9. Birmingham (10) (Panel 9)
208 (Alabama, Kentucky, Tennessee, and Mississippi)
- 209 10. Pittsburgh (10) (Panel 10)
210 (Western Pennsylvania, West Virginia)
- 211 11. Chicago (10) (Panel 11)
- 212
- 213
- 214
- 215
- 216
- 217
- 218
- 219
- 220
- 221

- 222 (Illinois, Wisconsin, and Minnesota)
223
224 12. Cleveland (7) (Panel 12)
225 (Michigan, Ohio, and Indiana)
226
227 13. Kansas City (10) (Panel 13)
228 (Missouri, Kansas, Iowa, North and South Dakota, Nebraska, Colorado,
229 Utah, and Wyoming)
230
231 14. Dallas/Ft. Worth (7) (Panel 14)
232 (Texas, Oklahoma, Louisiana, Arkansas, and New Mexico)
233
234 15. Seattle/Portland (7) (Panel 15)
235 (Washington, Idaho, Oregon, and Montana)
236
237 16. San Francisco (10) (Panel 16)
238 (Northern California, Northern Nevada)
239
240 17. Los Angeles (10) (Panel 17)
241 (Los Angeles, South Central Valley and Coastal Area, San Diego, and
242 Imperial Counties, Arizona and Southern Nevada)
243
244 18. Puerto Rico (5) (Panel 18)
245 (All of Puerto Rico and the Virgin Islands)
246

247 **19. Alaska (5) (Panel 19)**

248
249 **20. Hawaii (5) (Panel 20)**

250
251 B. New panels can be established or panels can be reformed as the Parties
252 jointly decide. Similarly, the Parties can jointly reduce the size of panels
253 or alter the method of selecting panels as they see fit.
254

255 III. Exclusions

256
257 ~~The Parties agree that no other panels will be developed for Hawaii and~~
258 ~~Alaska. If an arbitration arises in either of those States, a list of arbitrators will~~
259 ~~be requested in accordance with regional practice. **with no available**~~

260 **arbitrator on a panel to hear the case timely, a list of seven arbitrators**
261 **based on the established fee schedule will be requested from FMCS.**
262 **The cost of the list will be shared equally between the parties. Each**
263 **party will strike from that list until one arbitrator is selected, who will**
264 **hear that case.**

265

266 IV. Fee Schedule

267

268 A. Expedited Arbitration

269

270 1. Arbitrators hearing expedited arbitrations for Panels 1, 2, 3, 11, 15, 16,
271 17 and 18 under Article 25, Section 7 of the National Agreement, will
272 be paid on a per case basis. The fee will be ~~\$400~~ **450** a case, if 2
273 cases are heard in 1 day. If a single case takes more than one-half of
274 a hearing day, the fee will be ~~\$800~~ **900** for the first hearing day, and
275 ~~\$400~~ **450** for each subsequent hearing day, or portion thereof, spent
276 on that case.

277

278 2. Arbitrators hearing expedited arbitrations for all other panels under
279 Article 25, Section 7 of the National Agreement, will be paid on a per
280 case basis. The fee will be ~~\$300~~ **350** a case, if 2 cases are heard in 1
281 day. If a single case takes more than one-half of a hearing day, that

282 fee will be ~~\$600~~ **700** for the first hearing day, and ~~\$300~~ **350** for each
283 subsequent hearing day, or portion thereof, spent on that case.

284

285 3. If the hearing is cancelled or postponed 9 calendar days or less prior to
286 the scheduled hearing date and the arbitrator is so notified, or if the
287 arbitrator appears at the hearing and the case is settled or cancelled
288 by the parties without a hearing, the arbitrator shall be paid the
289 arbitrator's published cancellation fee, not to exceed ~~\$300~~ **400** per
290 case, plus any travel and lodging expenses that the arbitrator incurs. If
291 the hearing is cancelled or postponed 10 calendar days prior to the
292 scheduled hearing date and the arbitrator is so notified, there is no
293 charge to the Parties.

294

295 4. The Parties agree to pay up to ½ study day for each expedited case
296 heard. Arbitrator's request for additional study days must be mutually
297 agreed to by the Parties prior to communicating approval to the
298 arbitrator.

299

300

301 **5. If a decision is not rendered within 15 calendar days, the**
302 **arbitrator's fees will be reduced by 30%. If a decision is not**
303 **rendered within 30 calendar days, the original fee will be reduced**
304 **by 50%. The arbitrators will be informed of this fee reduction in**

305 **the “Rules for Arbitrators serving on Panels” when he/she is**
306 **assigned a case.**

307

308

309 B. Regular Arbitration

310

311 1. Arbitrators selected to hear cases under Panels 1, 2, 3, 11, **15**, 16 ,17,
312 18, 19 and 20 will be paid their regular published rate on file ~~with~~
313 ~~FMCS~~ as of October 1, 2008 **with FMCS** up to a maximum of \$~~900~~
314 **1,000** a day, or portion thereof for hearing days. Study days will be
315 paid at the Arbitrator's published fee as of **October 1, 2008 with**
316 **FMCS** up to a maximum of ~~\$900~~ **1,000** a day.

317

318 2. Arbitrators hearing regular arbitration cases for all other panels will be
319 paid their regular published rate on file ~~with FMCS~~ as of **October 1,**
320 **2008 with FMCS**, up to a maximum of ~~\$700~~ **800** per day, or portion
321 thereof for hearing days. Study days will be paid at the Arbitrator's
322 published fee as of **October 1, 2008 with FMCS** up to a maximum of
323 ~~\$700~~ **800** per day.

324

325 3. The Parties agree to pay up to 2 study days for each 1 day of hearing.
326 Arbitrator's request for additional study days must be mutually agreed
327 to by the Parties prior to communicating approval to the arbitrator.

328

329 4. If a hearing is cancelled or postponed 14 calendar days or less prior to
330 the scheduled hearing date and the arbitrator is so notified, or if the
331 arbitrator appears at the hearing and the case is settled or cancelled
332 by the Parties without a hearing, the arbitrator shall be paid the
333 arbitrator's published cancellation fee, not to exceed the maximum
334 amount established for the panel per day, plus any travel and lodging
335 expenses that the arbitrator incurs.

336

337 5. If the hearing is cancelled 15 calendar days prior to the scheduled
338 hearing date and the arbitrator is so notified, there is no charge to the
339 parties.

340

341 **6. If a decision is not rendered within 45 calendar days, the**
342 **arbitrator's fees will be reduced by 30%. If a decision is not**
343 **rendered within 75 calendar days, the original fee will be reduced**
344 **by 50%. These timeframes begin either the day after the hearing**
345 **concludes or the day after post-hearing briefs (if applicable) are**
346 **due. The arbitrators will be informed of this fee reduction in the**
347 **"Rules for Arbitrators Serving on Panels" when he/she is**
348 **assigned a case.**

349

350 C. Travel Expenses for both Regular and Expedited Hearings

351

352 Arbitrator's travel expenses will be reimbursed based on Government
353 Travel Regulations.

354

355 D. Discontinuing the Hearing for both Regular and Expedited Cases

356

357 If the arbitrator discontinues/leaves the hearing without proper cause, no
358 fee or travel expenses are payable and his/her name will be removed from
359 the panels.

360

361 V. Rules for Arbitrators Serving on the Panels

362

363 A. The arbitrator will hear a case within 60 days of notification by the moving
364 party that it is ready to proceed unless the parties mutually agree
365 otherwise.

366

367 B. Arbitrators selected for the panels may only serve on one geographic
368 panel. Arbitrators must maintain a permanent (tax) residence within the
369 assigned geographic panel area.

370

371 C. The arbitrator's travel expenses will be paid from the point of origin being
372 the arbitrator's residence or office located within the geographical area of

373 the panel, or another location, if travel from that location is more
374 advantageous to the Parties.

375

376 D. The arbitrators will be available to hear cases all year long within the
377 entire geographical area of his/her panel assignment. Failure to adhere to
378 this provision is ground for removal from the panels.

379

380 E. Any arbitrator who removes himself/herself from any panel forfeits
381 assigned cases.

382

383 F. The arbitrator will abide by and be reimbursed for travel and per diem
384 expenses in accordance with Federal Travel Regulations.

385

386 G. The arbitrator will adhere to the provisions of Article 25, Section 5.~~B~~ **F** and
387 Section 7.C. of the Parties' National Agreement, which specify time frames
388 in which the arbitrator is to render a decision. If the arbitrator does not
389 request and obtain an exception from these time frames by the Parties,
390 the arbitrator will be suspended from the panel until he/she renders a
391 decision. Once reinstated to the panel, his/her name will be placed at the
392 bottom of the appropriate arbitration panel rotation.

393

394 If the arbitrator fails to adhere to the established time frames, the Parties

395 will jointly contact the arbitrator prior to contacting FMCS. Contact with
396 the arbitrator should be bilateral.

397

398 H. If the arbitrator is unavailable due to illness to hear a case, the arbitrator's
399 name will be placed at the bottom of the panel rotation list. Should an
400 arbitrator decline to hear a case, he/she may be removed from the panel
401 by mutual agreement of the parties.

402

403 I. If a case is settled, cancelled or postponed by the Parties, the arbitrator's
404 name will be placed at the beginning of the appropriate panel rotation list.

405

406 J. Any arbitrator who refuses to participate in a hearing in accordance with
407 Article 25 of the National Agreement will be removed from the panel.

408

409 VI. Removal and Replacement of Arbitrators

410

411 A. Upon receipt of a notice form either party removing an arbitrator in
412 accordance with Article 25, or upon receipt of notice from an arbitrator
413 removing himself/herself from the panel, or upon the arbitrator's death, the
414 Parties will request a list of arbitrators when necessary from the Federal
415 Mediation and Conciliation Service. The foregoing process will not
416 prevent the Parties from considering other interested arbitrators who wish

417 to serve on the panels. The Parties at the national level will take steps to
418 ensure that all panels are adequately staffed.

419

420 B. The parties will write to the entire list of arbitrators to determine the
421 arbitrators' availability and acceptability of the conditions and/or fee and
422 expenses for both regular and expedited panels.

423

424 C. The Parties will compile a final list of available arbitrators into a list of
425 qualified candidates for each panel of regular and each panel of expedited
426 arbitration. A final list of at least 9 must be established before the striking
427 process begins. If 9 arbitrators are not available for each panel vacancy,
428 an additional request will be made to FMCS for additional names of
429 arbitrators, including their biographical sketches.

430

431 This process will be repeated until a list of 9 available arbitrators is
432 established.

433

434 D. Upon the establishment of an appropriate list, the Parties will go through
435 the striking process to select a new arbitrator. The striking will be
436 accomplished by phone or in person. However, no travel is authorized for
437 the striking process unless by mutual agreement.

438

439 E. The Parties will use an appropriate joint letter (Appendix A1) to send to
440 arbitrators regarding their removal as well as for soliciting for replacement
441 arbitrators.

442

443 F. An arbitrator will be removed from the panel on the date of the joint
444 removal letter to the arbitrator (Appendix A1). This letter may be sent to
445 the arbitrator at any time SSA's panel coordinator and AFGE's panel
446 coordinator mutually consent to the arbitrator's removal. Absent mutual
447 consent, the joint removal letter will be sent to an arbitrator if one panel
448 coordinator notifies the other panel coordinator between October 2 and
449 November 1 of each year, of the names of arbitrators that each party
450 wishes removed.

451

452 VII. Operation of the Panels

453

454 Each Party will have a Panel Representative and a Panel Coordinator. If the
455 Panel Representative or Panel Coordinator is unavailable, the Parties may
456 designate backups to perform panel functions.

457

458 Arbitrators will be assigned weekly based upon the date of invocation of
459 arbitration. The Party invoking arbitration will send copies of the invocation to
460 both Panel Representatives simultaneously. The invocation will specify if the

461 case is a regular or expedited arbitration. The invocation will include the name,
462 address and telephone number of the representative invoking arbitration.

463

464 In the case of any disagreement between the Parties on whether the
465 arbitration is a regular or expedited arbitration, the panel representatives will
466 assign an arbitrator from the regular panel. The procedural issue of whether
467 the case is expedited or regular will be settled by the arbitrator assigned.

468

469 The panel representatives (or backups) will contact each other once a week
470 on Wednesday between 1:00 and 3:00 p.m. eastern time or other mutually
471 agreed upon time for the purpose of assigning arbitrators on the invocations
472 received in the mail that week. If one panel representative (backup) is
473 unavailable, the available panel representative will contact the panel
474 coordinators to agree on the following options: (1) mutually agree to delay
475 assigning arbitrators, (2) proceed to assigning arbitrators, or (3) proceed to
476 assign arbitrators on moving party's invocations. If the designated panel
477 coordinator is not available, the available panel representative (backup) can
478 proceed with assignment for those invocations on which his/her side is the
479 moving party.

480

481 Panel representatives (backups) will proceed to assign arbitrators for the
482 invocations. If there is more than one invocation for a panel, the invocation
483 dated first will be selected first. If there is more than one invocation for a

484 particular date and panel, the Parties agree to take turn selecting which case
485 is assigned next. If only the moving party's representative has received an
486 invocation, an arbitrator will be assigned and a copy of the invocation will be
487 forwarded to the other party's panel representative so that each side has a
488 copy of all invocations.

489

490 A control number will be assigned to the case, which will be referenced in all
491 correspondence on the case. The panel representative (backups) will forward
492 notice of selection, case control number and arbitrator's telephone number to
493 their respective litigators.

494

495 The Parties will contact the arbitrator and set a date, time and place for the
496 hearing when they are ready to move the case to hearing.

497

498 After a date for hearing is set by the Parties, the litigators will complete and
499 send to their respective panel representative confirmation of the arbitrator
500 selected, with details regarding the agreed upon hearing date, time and place.

501

502 If, for any reason, the arbitration is cancelled, the litigators will jointly inform
503 the panel representatives in writing. This action will automatically place the
504 arbitrator on the top of his or her respective panel.

505

506 The Agency panel representative will send a confirming letter to the arbitrator
507 with the date, time and place of the hearing specified. She/he will enclose
508 billing directions and information on Government travel regulations for the
509 arbitrator. A copy of the confirmation letter will be sent to the litigators
510 involved as well as the Union panel coordinator.

511

512 If the arbitrator's travel billing is questioned by either side, a copy of all
513 correspondence concerning this will be sent to the other party.

514

515 The Agency agrees to provide the Union's panel representative or coordinator
516 with an electronic copy of the panel program and programmed data on
517 January 15 of each year. A printout of the panel screens will be provided to
518 the panel coordinator prior to each week's meeting when the panel
519 representatives select and assign arbitrators to pending cases.

520

521 The Union's panel representative and coordinator will be provided with
522 reasonable official time to perform the duties and responsibilities associated
523 with these functions. This official time will be handled in accordance with
524 Article 30. It is understood that no travel or per diem will be authorized in
525 connection with these functions.

526

527 The Parties recognize that it is in their best interest to discuss and resolve
528 any problems that arise with these procedures. These procedures may be
529 changed by mutual agreement of the Parties' Coordinators.

530

531 VIII. Combined Cases

532

533 The Parties recognize that it can be efficient and cost effective to join cases to
534 be heard by an arbitrator at a single hearing. The Parties encourage
535 representatives at the panel level to work together to identify and schedule
536 cases that can be joined and heard consecutively.

537

538 IX. Review Process

539

540 At the approximate mid-point of the ~~2005~~ **2010** National Agreement, the
541 Parties will review the status of the arbitration panel process. This will include
542 a review of the fee schedule, and how it is working. If the parties mutually
543 agree, this section (8) of Article 25 may be reopened, in order to update or
544 modify any provision.

545

546

547 (Appendix A1)

548

549 Panel

550

551 Mr.

552

553 Dear Mr. :

554

555 This is to notify you that you are being removed from the permanent panel of
556 arbitrators as established by the American Federation of Government Employees,
557 General Committee and the Social Security Administration.

558

559 As of , no further cases will be assigned to you; however, if you have been
560 previously assigned a case(s), you may hear and decide that case(s).

561 Thank you very much for your participation on the arbitration panel(s).

562

563 Sincerely

564

565

566

567 Panel Designee

Panel Designee

568

569 American Federation of

Social Security Administration

570 Government Employees

571

572 cc:

573 Federal Mediation and Conciliation Service

574

575

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577

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SIDEBAR AGREEMENT

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The parties agree to the following sunset provisions for arbitration:

- ~~• Invocations prior to April 6, 2000 — within 6 months from the date of the new agreement, cases must be scheduled and heard within 1 year thereafter or grievance is withdrawn.~~
- ~~• Invocations beginning April 6, 2000 — within 1 year of the effective date of the new agreement, cases must be scheduled and heard within 1 year thereafter or grievance is withdrawn.~~
- ~~• Invocations after the date of the new agreement — 1 year to schedule from the date of the assignment of the arbitrator and heard within 1 year thereafter or grievance is withdrawn.~~

~~The timeframes are not applicable if the parties mutually agreed to extend the timeframes or due to circumstances beyond the parties' control (i.e., illness of the arbitrator, weather-related problems).~~

~~If a hearing is delayed by:~~

615 a) ~~The Agency's failure to participate in the timely scheduling of the~~
616 ~~hearing, the Union may proceed in accordance with Section 4 of~~
617 ~~Article 25 with an additional six months to do so.~~

618 b) ~~The Agency's failure to present its case on the scheduled date, the~~
619 ~~parties agree that the case will be rescheduled and heard within one~~
620 ~~year.~~

621

622

623

624 FOR AGENCY

FOR AFGE

625

626

627

628

629

630 _____/s/_____

_____/s/_____

631 Michael Grochowski
632 Chief Negotiator

Witold Skwierczynski
Chief Negotiator

633

634

635 _____/s/_____

_____/s/_____

636 Ralph Patinella
637 Chief Spokesperson

Agatha Joseph
Co-Chief Negotiator

638

639

640

641

642

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645

April 19, 2005