

1 Article 25

2

3 Arbitration

4

5 Section 1. Invoking Arbitration

6

7 A grievance processed under this agreement, if unresolved may be referred to
8 arbitration as provided for in this article. A referral to arbitration can be made
9 only by the Union or the Administration and shall be in writing. Such referral shall
10 be made within fifteen (15) work days after receipt of the written decision
11 rendered in the final step of an action processed under Article 24, **Section 9**
12 (Grievance Procedure) or under the conditions specified elsewhere in this
13 agreement (**e.g. Article 24, Section 10 and Article 24, Section 8**).

14

15 Within TEN (10) WORKING days from the date of the request for arbitration, the
16 parties shall try to define the issue(s). If the parties fail to agree on a joint
17 submission of the issue for arbitration, each shall submit a separate submission
18 and the arbitrator shall determine the issue or issues to be heard.

19

20 Section 2. ~~Panels~~ **Arbitrator Selection**

21

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

- 24 **A. The party invoking arbitration (invoking or moving party) will contact**
25 **the other party to jointly request a panel of 7 arbitrators from the**
26 **Federal Mediation and Conciliation Service (FMCS). The invoking**
27 **party may unilaterally request a panel of arbitrators from FMCS if the**
28 **other party does not respond within 14 calendar days.**
- 29 **B. The invoking party will be responsible for paying any applicable fees**
30 **to the FMCS.**
- 31 **C. The invoking party will contact the other party upon receipt of the**
32 **arbitrator panel from FMCS. Initial contact will be in writing, either**
33 **by letter or electronic mail to the non-moving party's representative.**
- 34 **D. The parties will meet (usually by phone) within 14 calendar days of**
35 **receipt of the FMCS panel to attempt to agree upon the selection of**
36 **an arbitrator from the panel. If the parties do not mutually agree**
37 **upon selection of one arbitrator, the parties shall alternately strike**
38 **names from the panel until one name remains who shall be the**
39 **arbitrator. The invoking party will have the first strike. The invoking**
40 **party will notify FMCS of the selection of the arbitrator and will**
41 **simultaneously serve a copy of the notification on the other party**
42 **within 24 hours of the parties' selection of the arbitrator.**
- 43 **E. If the arbitrator does not contact the parties within 21 days of the**
44 **date of the parties' notification to FMCS, the invoking party will**
45 **contact the arbitrator and request hearing dates. The invoking party**
46 **will be responsible for contacting the other party to discuss the**

47 **arbitrator's available dates and the arbitration will be scheduled on a**
48 **date and time when the arbitrator is available and which is mutually**
49 **agreeable to both the moving and non-moving parties.**

50 **Section 3: Arbitration Sunset Provisions**

51 **Unless a hearing date has been set, any cases for which arbitration was**
52 **invoked before the effective date of the 2010 Agreement and which have**
53 **not been sunsetted and which are grievable, must be heard within 90**
54 **calendar days of the effective date of the 2010 Agreement or the grievance**
55 **will be dismissed with prejudice.**

56 **All cases invoked for arbitration on, or after, the effective date of the 2010**
57 **Agreement must be heard within 180 calendar days of the date of**
58 **invocation or the grievance will be dismissed with prejudice. All of the time**
59 **limits in this Article may be extended by written mutual agreement of the**
60 **parties.**

61 ~~Section 3. Removal of Arbitrators~~

62

63 ~~Any arbitrator on a panel may be removed from the list by either party on each~~
64 ~~anniversary date of the establishment of the specific panel by giving a 30-day~~
65 ~~written notice to the arbitrator with a copy to the other party. Upon receipt of~~
66 ~~written notice, no further cases will be assigned to that arbitrator, but the~~
67 ~~arbitrator will hear and decide any cases already assigned to him/her. Within ten~~

68 ~~(10) workdays after receipt of such notice, the parties shall mutually agree upon~~
69 ~~another arbitrator to replace the arbitrator removed. The newly selected~~
70 ~~arbitrator will be placed on the list and will take cases on a rotational basis in the~~
71 ~~same manner as the arbitrator he/she replaces would have received them. The~~
72 ~~parties may mutually agree to remove an arbitrator at any time.~~

73

74 ~~Section 4. Refusal to Participate~~

75

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

79

80 ~~Section 5~~ 4. Procedures

81

82 A. The procedures used to conduct the arbitration shall be determined by the
83 arbitrator. The Union will be entitled to have one (1) representative and one
84 (1) technical advisor at each hearing. ~~Each party~~ **The union** is entitled to one
85 (1) observer. The Union observer will be on official time in accordance with
86 Article 30 of this Agreement and at no cost to the Agency.

87

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

89

90 ~~C. If the Administration requests a transcript, the Administration will bear the~~
91 ~~entire cost of such transcript and will furnish one copy to the Union. If either~~
92 **party requests a transcript, that party will bear the entire cost of such**
93 **transcript and will forward one copy to the arbitrator. If the other party**
94 **wishes to have a copy of the transcript, the total cost of the transcript will**
95 **be shared equally between the parties.**

96
97 ~~D. The arbitration hearing shall be held, if possible, on government controlled~~
98 ~~property at or near the city where the dispute arose, unless the parties agree~~
99 ~~to hold the hearing elsewhere. The arbitration hearing will be held in a~~
100 **suitable meeting room provided by the Employer at a site determined by**
101 **the Employer.**

102
103 E. The parties agree to keep the number of witnesses to a reasonable number.
104 The union will pay all costs for its representatives and witnesses. ~~with the~~
105 ~~exception that the Agency will pay the travel and per diem costs of two union~~
106 ~~witnesses and the grievant at arbitration. Any witness at a hearing is~~
107 **precluded from serving as a representative or technical advisor at that**
108 **hearing.**

109
110
111 F. The arbitrator's decision shall be final and binding **on both parties in**
112 **accordance with 5 U.S.C. §7122 but will have no precedential effect.** In

113 other than expedited cases, the arbitrator shall make specific finding of fact(s)
114 based on the evidentiary record. However, either party may file an exception
115 to the arbitrator's award in accordance with applicable law and regulations.
116 The arbitrator will be requested to render the decision as quickly as possible.
117 ~~but in any event not later than thirty (30) days after the conclusion of the~~
118 ~~hearing, unless the parties mutually agree to extend the time limit.~~

119

120 ~~G. If the arbitration award is unclear to either party, the award shall be returned~~
121 ~~to the arbitrator for clarification.~~

122

123 Section ~~6~~ **5**. Effect of Arbitrator's Award

124

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

127

128 Section ~~7~~ **6**. Expedited Arbitration Procedures

129

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

132

- 133 - An employee's formal performance appraisal, other than demotions or
- 134 removals for unacceptable performance under 5 U.S.C. Chapter 43;

135

136 - Final decision to withhold a within-grade salary increase;

137

138 - Reprimands and suspensions of 14 days or less;

139

140 - Action imposing sick leave restriction;

141

142 - Denials of sick leave, annual leave, and LWOP;

143

144 - AWOL charges; and

145

146 - Any other matter mutually agreed upon.

147

148 A. The parties agree that the primary purpose of this supplemental arbitration
149 procedure is to provide a swift and economical method for the resolution of
150 identified disputes. The parties agree to take positive action to see that this
151 purpose is fulfilled; and, in addition the arbitrator shall have the authority to
152 take steps necessary to see that the purpose is fulfilled.

153

154 The hearing shall be informal.

155

156 No briefs shall be filed or transcripts made.

157

158 There shall be no formal evidence rules.

159

160 Normally, at least two (2) cases a day will be scheduled and heard.

161

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

166

167 B. A single case should normally not require more than four (4) hours to be
168 heard with each party being allowed up to two (2) hours to examine witnesses
169 and make opening and closing statements. The arbitrator shall ensure that
170 the length of the hearing is not unnecessarily extended because of irrelevant
171 or repetitious testimony. The arbitrator may also waive the time limits for
172 good and sufficient reasons.

173

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

179

180 D. The arbitrator's decision shall be final and binding on both **parties in**
181 **accordance with 5 U.S.C. §7122, but will have no precedential effect.**

182 ~~However,~~ either party may file an exception to the arbitrator's award in
183 accordance with applicable law and regulations.

184

185

186 ~~Section 8. Arbitration Panels~~

187

188 ~~I. Purpose:~~

189

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

195

196 ~~II. Structure:~~

197

198 ~~A. Each regular and expedited panel will be composed of the number of~~
199 ~~arbitrators indicated below for both panels. There will be one regular and~~
200 ~~one expedited panel for each of the following geographic areas:~~

201

202 ~~1. Baltimore-Washington (20) (Panel 1)~~

203 ~~(Headquarters, Washington, D.C., the entire States of Maryland and~~
204 ~~Virginia)~~

205

206 ~~2. Philadelphia (10) (Panel 2)~~

207 ~~(Eastern Pennsylvania, Southern New Jersey and Delaware)~~

208

209 ~~3. New York~~

210 ~~(Metropolitan area, Northern and Central New Jersey) (20) (Panel 3)~~

211

212 ~~4. Syracuse (7) (Panel 4)~~

213 ~~(Western New York)~~

214

215 ~~5. Albany (7) (Panel 5)~~

216 ~~(Eastern New York)~~

217

218 ~~6. Boston (7) (Panel 6)~~

219 ~~(Massachusetts, Connecticut, Rhode Island, New Hampshire, Vermont,~~
220 ~~and Maine)~~

221

222 ~~7. Atlanta (7) (Panel 7)~~

223 ~~(N. Georgia, North and South Carolina)~~

224

225 ~~8. Florida (10) (Panel 8)~~

226 ~~(Florida, S. Georgia)~~

227

- 228 ~~9. Birmingham (10) (Panel 9)~~
229 ~~(Alabama, Kentucky, Tennessee, and Mississippi)~~
230
231 ~~10. Pittsburgh (10) (Panel 10)~~
232 ~~(Western Pennsylvania, West Virginia)~~
233
234 ~~11. Chicago (10) (Panel 11)~~
235 ~~(Illinois, Wisconsin, and Minnesota)~~
236
237 ~~12. Cleveland (7) (Panel 12)~~
238 ~~(Michigan, Ohio, and Indiana)~~
239
240 ~~13. Kansas City (10) (Panel 13)~~
241 ~~(Missouri, Kansas, Iowa, North and South Dakota, Nebraska, Colorado,~~
242 ~~Utah, and Wyoming)~~
243
244 ~~14. Dallas/Ft. Worth (7) (Panel 14)~~
245 ~~(Texas, Oklahoma, Louisiana, Arkansas, and New Mexico)~~
246
247 ~~15. Seattle/Portland (7) (Panel 15)~~
248 ~~(Washington, Idaho, Oregon, and Montana)~~
249
250 ~~16. San Francisco (10) (Panel 16)~~

251 ~~(Northern California, Northern Nevada)~~

252

253 ~~17. Los Angeles (10) (Panel 17)~~

254 ~~(Los Angeles, South Central Valley and Coastal Area, San Diego, and~~

255 ~~Imperial Counties, Arizona and Southern Nevada)~~

256

257 ~~18. Puerto Rico (5) (Panel 18)~~

258 ~~(All of Puerto Rico and the Virgin Islands)~~

259

260 ~~B. New panels can be established or panels can be reformed as the Parties~~

261 ~~jointly decide. Similarly, the Parties can jointly reduce the size of panels~~

262 ~~or alter the method of selecting panels as they see fit.~~

263

264 ~~III. Exclusions~~

265

266 ~~The Parties agree that no panels will be developed for Hawaii and Alaska. If~~

267 ~~an arbitration arises in either of those States, a list of arbitrators will be~~

268 ~~requested in accordance with regional past practice. Each party will strike~~

269 ~~from that list until one arbitrator is selected, who will hear that case.~~

270

271 ~~IV. Fee Schedule~~

272

273 ~~A. Expedited Arbitration~~

274

275

~~1. Arbitrators hearing expedited arbitrations for Panels 1, 2, 3, 11, 16, 17~~

276

~~and 18 under Article 25, Section 7 of the National Agreement, will be~~

277

~~paid on a per case basis. The fee will be \$400 a case, if 2 cases are~~

278

~~heard in 1 day. If a single case takes more than one-half of a hearing~~

279

~~day, the fee will be \$800 for the first hearing day, and \$400 for each~~

280

~~subsequent hearing day, or portion thereof, spent on that case.~~

281

282

~~2. Arbitrators hearing expedited arbitrations for all other panels under~~

283

~~Article 25, Section 7 of the National Agreement, will be paid on a per~~

284

~~case basis. The fee will be \$300 a case, if 2 cases are heard in 1 day.~~

285

~~If a single case takes more than one-half of a hearing day, that fee will~~

286

~~be \$600 for the first hearing day, and \$300 for each subsequent~~

287

~~hearing day, or portion thereof, spent on that case.~~

288

289

~~3. If the hearing is cancelled or postponed 9 calendar days or less prior to~~

290

~~the scheduled hearing date and the arbitrator is so notified, or if the~~

291

~~arbitrator appears at the hearing and the case is settled or cancelled~~

292

~~by the parties without a hearing, the arbitrator shall be paid the~~

293

~~arbitrator's published cancellation fee, not to exceed \$300 per case,~~

294

~~plus any travel and lodging expenses that the arbitrator incurs. If the~~

295

~~hearing is cancelled or postponed 10 calendar days prior to the~~

296 ~~scheduled hearing date and the arbitrator is so notified, there is no~~
297 ~~charge to the Parties.~~

298

299 ~~4. The Parties agree to pay up to ½ study day for each expedited case~~
300 ~~heard. Arbitrator's request for additional study days must be mutually~~
301 ~~agreed to by the Parties prior to communicating approval to the~~
302 ~~arbitrator.~~

303

304 ~~B. Regular Arbitration~~

305

306 ~~1. Arbitrators selected to hear cases under Panels 1, 2, 3, 11, 16, 17 and~~
307 ~~18 will be paid their regular published rate on file with FMCS as of~~
308 ~~October 1, 2000 up to a maximum of \$800 a day, or portion thereof for~~
309 ~~hearing days. Study days will be paid at the Arbitrator's published fee~~
310 ~~as of October 1, 2000 up to a maximum of \$800 a day.~~

311

312 ~~2. Arbitrators hearing regular arbitration cases for all other panels will be~~
313 ~~paid their regular published rate on file with FMCS as of October 1,~~
314 ~~2000, up to a maximum of \$700 per day, or portion thereof for hearing~~
315 ~~days. Study days will be paid at the Arbitrator's published fee as of~~
316 ~~October 1, 2000 up to a maximum of \$700 per day.~~

317

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

321

322 ~~4. If a hearing is cancelled or postponed 14 calendar days or less prior to~~
323 ~~the scheduled hearing date and the arbitrator is so notified, or if the~~
324 ~~arbitrator appears at the hearing and the case is settled or cancelled~~
325 ~~by the Parties without a hearing, the arbitrator shall be paid the~~
326 ~~arbitrator's published cancellation fee, not to exceed the maximum~~
327 ~~amount established for the panel per day, plus any travel and lodging~~
328 ~~expenses that the arbitrator incurs.~~

329

330 ~~5. If the hearing is cancelled 15 calendar days prior to the scheduled~~
331 ~~hearing date and the arbitrator is so notified, there is no charge to the~~
332 ~~parties.~~

333

334 ~~C. Travel Expenses for both Regular and Expedited Hearings~~

335

336 ~~Arbitrator's travel expenses will be reimbursed based on Government~~
337 ~~Travel Regulations.~~

338

339 ~~D. Discontinuing the Hearing for both Regular and Expedited Cases~~

340

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

344

345 ~~V. Rules for Arbitrators Serving on the Panels~~

346

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

350

351 ~~B. Arbitrators selected for the panels may only serve on one geographic~~
352 ~~panel. Arbitrators must maintain a permanent (tax) residence within the~~
353 ~~assigned geographic panel area.~~

354

355 ~~C. The arbitrator's travel expenses will be paid from the point of origin being~~
356 ~~the arbitrator's residence or office located within the geographical area of~~
357 ~~the panel, or another location, if travel from that location is more~~
358 ~~advantageous to the Parties.~~

359

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

363

364 ~~E. Any arbitrator who removes himself/herself from any panel forfeits~~
365 ~~assigned cases.~~

366

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

369

370 ~~G. The arbitrator will adhere to the provisions of Article 25, Section 5.B. and~~
371 ~~Section 7.C. of the Parties' National Agreement, which specify time frames~~
372 ~~in which the arbitrator is to render a decision. If the arbitrator does not~~
373 ~~request and obtain an exception from these time frames by the Parties,~~
374 ~~the arbitrator will be suspended from the panel until he/she renders a~~
375 ~~decision. Once reinstated to the panel, his/her name will be placed at the~~
376 ~~bottom of the appropriate arbitration panel rotation.~~

377

378 ~~If the arbitrator fails to adhere to the established time frames, the Parties~~
379 ~~will jointly contact the arbitrator prior to contacting FMCS. Contact with~~
380 ~~the arbitrator should be bilateral.~~

381

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

386

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

389

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

392

393 ~~VI. Removal and Replacement of Arbitrators~~

394

395 ~~A. Upon receipt of a notice from either party removing an arbitrator in~~
396 ~~accordance with Article 25, or upon receipt of notice from an arbitrator~~
397 ~~removing himself/herself from the panel, or upon the arbitrator's death, the~~
398 ~~Parties will request a list of arbitrators when necessary from the Federal~~
399 ~~Mediation and Conciliation Service. The foregoing process will not~~
400 ~~prevent the Parties from considering other interested arbitrators who wish~~
401 ~~to serve on the panels. The Parties at the national level will take steps to~~
402 ~~ensure that all panels are adequately staffed.~~

403

404 ~~B. The parties will write to the entire list of arbitrators to determine the~~
405 ~~arbitrators' availability and acceptability of the conditions and/or fee and~~
406 ~~expenses for both regular and expedited panels.~~

407

408 ~~C. The Parties will compile a final list of available arbitrators into a list of~~
409 ~~qualified candidates for each panel of regular and each panel of expedited~~

410 ~~arbitration. A final list of at least 9 must be established before the striking~~
411 ~~process begins. If 9 arbitrators are not available for each panel vacancy,~~
412 ~~an additional request will be made to FMCS for additional names of~~
413 ~~arbitrators, including their biographical sketches.~~

414

415 ~~This process will be repeated until a list of 9 available arbitrators is~~
416 ~~established.~~

417

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

422

423 ~~E. The Parties will use an appropriate joint letter (Appendix A1) to send to~~
424 ~~arbitrators regarding their removal as well as for soliciting for replacement~~
425 ~~arbitrators.~~

426

427 ~~F. An arbitrator will be removed from the panel on the date of the joint~~
428 ~~removal letter to the arbitrator (Appendix A1). This letter may be sent to~~
429 ~~the arbitrator at any time SSA's panel coordinator and AFGE's panel~~
430 ~~coordinator mutually consent to the arbitrator's removal. Absent mutual~~
431 ~~consent, the joint removal letter will be sent to an arbitrator if one panel~~
432 ~~coordinator notifies the other panel coordinator between October 2 and~~

433 ~~November 1 of each year, of the names of arbitrators that each party~~
434 ~~wishes removed.~~

435

436 ~~VII. Operation of the Panels~~

437

438 ~~Each Party will have a Panel Representative and a Panel Coordinator. If the~~
439 ~~Panel Representative or Panel Coordinator is unavailable, the Parties may~~
440 ~~designate backups to perform panel functions.~~

441

442 ~~Arbitrators will be assigned weekly based upon the date of invocation of~~
443 ~~arbitration. The Party invoking arbitration will send copies of the invocation to~~
444 ~~both Panel Representatives simultaneously. The invocation will specify if the~~
445 ~~case is a regular or expedited arbitration. The invocation will include the name,~~
446 ~~address and telephone number of the representative invoking arbitration.~~

447

448 ~~In the case of any disagreement between the Parties on whether the~~
449 ~~arbitration is a regular or expedited arbitration, the panel representatives will~~
450 ~~assign an arbitrator from the regular panel. The procedural issue of whether~~
451 ~~the case is expedited or regular will be settled by the arbitrator assigned.~~

452

453 ~~The panel representatives (or backups) will contact each other once a week~~
454 ~~on Wednesday between 1:00 and 3:00 p.m. eastern time or other mutually~~
455 ~~agreed upon time for the purpose of assigning arbitrators on the invocations~~

456 ~~received in the mail that week. If one panel representative (backup) is~~
457 ~~unavailable, the available panel representative will contact the panel~~
458 ~~coordinators to agree on the following options: (1) mutually agree to delay~~
459 ~~assigning arbitrators, (2) proceed to assigning arbitrators, or (3) proceed to~~
460 ~~assign arbitrators on moving party's invocations. If the designated panel~~
461 ~~coordinator is not available, the available panel representative (backup) can~~
462 ~~proceed with assignment for those invocations on which his/her side is the~~
463 ~~moving party.~~

464
465 ~~Panel representatives (backups) will proceed to assign arbitrators for the~~
466 ~~invocations. If there is more than one invocation for a panel, the invocation~~
467 ~~dated first will be selected first. If there is more than one invocation for a~~
468 ~~particular date and panel, the Parties agree to take turn selecting which case~~
469 ~~is assigned next. If only the moving party's representative has received an~~
470 ~~invocation, an arbitrator will be assigned and a copy of the invocation will be~~
471 ~~forwarded to the other party's panel representative so that each side has a~~
472 ~~copy of all invocations.~~

473
474 ~~A control number will be assigned to the case, which will be referenced in all~~
475 ~~correspondence on the case. The panel representative (backups) will forward~~
476 ~~notice of selection, case control number and arbitrator's telephone number to~~
477 ~~their respective litigators.~~

478

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

481

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

485

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

489

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

495

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

498

499 ~~The Agency agrees to provide the Union's panel representative or coordinator~~
500 ~~with an electronic copy of the panel program and programmed data on~~
501 ~~January 15 of each year. A printout of the panel screens will be provided to~~

502 ~~the panel coordinator prior to each week's meeting when the panel~~
503 ~~representatives select and assign arbitrators to pending cases.~~

504

505 ~~The Union's panel representative and coordinator will be provided with~~
506 ~~reasonable official time to perform the duties and responsibilities associated~~
507 ~~with these functions. This official time will be handled in accordance with~~
508 ~~Article 30. It is understood that no travel or per diem will be authorized in~~
509 ~~connection with these functions.~~

510

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

514

515 ~~VIII. Combined Cases~~

516

517 ~~The Parties recognize that it can be efficient and cost effective to join cases to~~
518 ~~be heard by an arbitrator at a single hearing. The Parties encourage~~
519 ~~representatives at the panel level to work together to identify and schedule~~
520 ~~cases that can be joined and heard consecutively.~~

521

522 ~~IX. Review Process~~

523

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

529

530 ~~(Appendix A1)~~

531

532 ~~Panel~~

533

534 ~~Mr.~~

535

536 ~~Dear Mr.:~~

537

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

541

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

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

545

546 ~~Sincerely~~

547

548

549

550 ~~Panel Designee~~ _____ ~~Panel Designee~~

551

552 ~~American Federation of~~ _____ ~~Social Security Administration~~

553 ~~Government Employees~~

554

555 ~~cc:~~

556 ~~Federal Mediation and Conciliation Service~~