LABOR MANAGEMENT AGREEMENT

단 체 협 약

BETWEEN

UNITED STATES FORCES KOREA

주 한 미 군

AND

과

USFK KOREAN EMPLOYEES UNION

전 국 주 한 미 군 한 국 인 노 동 조 합

30 JUNE 2004
2004 년 6 월 30 일

HEADQUARTERS, UNITED STATES FORCES, KOREA
UNIT #15237
APO AP 96205-0010

REPLY TO
ATTENTION OF:

3 0 JUN 2004

EAGA-CP-LPM

MEMORANDUM FOR SEE DISTRIBUTION

SUBJECT: Labor Management Agreement (Korean Employees)

1. The Labor Management Agreement (LMA) between the United States Forces Korea (USFK) and the USFK Korean Employees Union (KEU) was renegotiated on 30 June 2004 and will be in effect until 30 June 2006 (Encl).

2. The LMA provides a framework for labor relations between the USFK and KEU at all levels of command. This document sets forth specific rights as well as obligations that affect the Employer, Union, and employees. Addressees are requested to ensure full compliance with this agreement.

3. Requests for interpretation and clarification of the agreement and reports of non-compliance should be directed to the Deputy Assistant Chief of Staff, G-1 (Civilian Personnel), Headquarters, Eighth United States Army, ATTN: EAGA-CP-LPM, Unit #15236, APO AP 96205-0009.

4. Point of contact is Mr. Kim, Yong-Tae at 724-6486; kimyong@korea.army.mil.

Encl

Tina Harper
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Arctic Slope World Services, Unit #2027, APO AP 96278
HQ 34th Support Group, ATTN: TISA #51 (USFK SPV-USFI Inc), APO AP 96205-0177
MRO Korea, 30-7 Jangan-dong, Pyongtaek City, Kyongki-do

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Article 1. General Objectives and Policies.

a. This agreement is made by and between the United States Forces, Korea (USFK), hereinafter referred to as the "Employer" and the USFK Korean Employees Union (KEU), hereinafter referred to as the Union." The parties to this agreement recognize that they have a mutual and cooperative interest in the effective accomplishment of the assigned responsibilities of the USFK, better employee-management communications, improved working conditions, and improved employee productivity. Their mutual interest will be furthered by the establishment and maintenance of employee-management cooperation pursuant to the labor Article, US-ROK Status of Force Agreement (SOFA) or such directives as may become applicable.

b. This agreement and such amendments and supplementary agreements as may be agreed upon hereunder from time to time will constitute a Labor Management Agreement between the Employer and the Union. Both the Employer and the Union will undertake necessary action to assure compliance with this agreement. In instances of noncompliance, both parties will take immediate steps as outlined in Article 16 of this agreement in order to continue constructive labor-management relations.

Article 2. Definitions.

a. For the purpose of this agreement, the following definitions apply unless otherwise specified:

(1) The Employer. USFK and its Army, Air Force and Navy components at all levels of command (including AAFES, and other nonappropriated fund activities) and activities associated with or under the jurisdiction of the USFK or one of its military components. Included are those organizations and persons (including invited contractors) designated under paragraph 1a of Article XVII of the US-ROK Status of Forces Agreement.

(2) The Employee. Korean national employees assigned to USFK components and activities identified under paragraph a(1) above, exclusive of all employees of any approved private organization on a military compound and other individually employed personnel such as house maids/boys, commissary baggers and golf course caddies.

(3) The Union. An organized Korean employee group (USFK Korean Employees Union) which represents the employees of the Employer cited above.

b. In order to avoid confusion in the interpretation and application of this agreement and to insure effective communications in labor-management relations, the following terms and corresponding definitions apply:

(1) Inform: To make known, to communicate knowledge, to give information, in writing, except when the urgency of the situation does not permit written communication.

(2) Consult: To deliberate together; to ask advice of; seek the opinion of; to discuss or consider. To exchange opinions through discussion in resolving a problem. (NOTE: To reach a mutual agreement or to obtain the other's consent is not required.)

(3) Negotiate: To meet and confer with another so as to arrive through discussion at some kind of agreement or compromise about something; come to terms by meetings and discussions. (NOTE: Normally, a mutual agreement or consent of the other party follows a negotiation.)

Article 3. Controlling Authority.

In the administration of all matters covered by this agreement, the Employer and the Union shall be governed by the US-ROK SOFA, current and future supplementary agreements, memoranda, amendments and agreed official minutes of the US-ROK SOFA; prevailing laws and regulations of higher authority including USFK policies and regulations in existence at the time of this agreement and any future policies and regulations required by SOFA or higher authority. When there is any conflict between the provisions of this agreement and the provisions of the US-ROK SOFA and laws and regulations of higher authority, the provisions of the SOFA and the laws and regulations will prevail.

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Article 4. Matters Appropriate for Consultation and Negotiation.

a. It is agreed that matters appropriate for consultation and negotiation with the Union include personnel policies, procedures, practices and working conditions which fall within the scope of authority of the Employer, except Employer's rights specified under Article 8 of this agreement and those matters which are outside the Employer's authority. No obligation exists to negotiate concerning the Employer rights specified under Article 8 of this agreement and those matters which are outside the Employer's authority, but the Union retains its rights for consultation. Employer will inform the Union 6 months, if possible and practicable, in advance and when official security considerations permit concerning any planned change which is anticipated to affect the employees and their employment conditions. The Employer will treat as possible and practicable those measures which are of its own initiative and within its decision authority, which are not driven primarily by higher echelon decisions that do not allow 6 months time to inform the Union, and which are not of an unanticipatable nature. Included are major changes in organization, changes in number and type of employees, reduction in force, and significant changes in methods of performing work.

b. When Union requests are appropriate and require change in policy outside the Employer's authority, the Employer will endeavor to obtain higher authority determination without undue delay.

Article 5. Exclusive Recognition of the Union.

The Employer recognizes the USFK Korean Employees Union as the exclusive representative of the employees of the Employer provided the following requirements are met:

a. A copy of the Union's constitution, by-laws, and a statement of objectives are presented to the Employer.

b. A current roster of the Union's officers and representatives is furnished to the Employer. The roster of Union's officers will include name, union office held, office term, employing organization, and the official job title and grade.

c. The Union has a dues paying membership of not less than 50 percent of the employees of the Employer.

d. Requirements of Republic of Korea labor laws pertaining to union certification and union activities are met.

e. Chapters and subchapters of the USFK Korean Employees Union will automatically be recognized upon formal notification by the national Union provided that the Chapter has dues paying membership of more than 50 percent of the employees the Chapter represents. Such Chapters and Subchapters shall be established for organizations which will ensure a clear and identifiable community of interest among the employees concerned and will promote effective dealings and efficiency of operations. No more than one Subchapter shall be organized in an organization where it is represented by one Employer's representative. A Subchapter will not be established at an organizational level below a battalion or equivalent unit on an installation, or within the commuting area if the battalion/unit is dispersed. Where currently such Subchapters exist, they will be combined into one Subchapter when the presidency of a subchapter to be combined becomes vacant or is up for election. KEU and Deputy Assistant Chief of Staff, J1 (Civilian Personnel), Headquarters, USFK will meet in consultation to develop a list of Subchapters to be combined.

f. The Union represents the interest of all employees covered by this agreement without discrimination and without regard to union membership.

Article 6. Effective Date and Terms of Agreement.

a. The effective date of this agreement shall be the date of signature by both parties. This agreement will remain in effect for two years after the effective date.

b. Previous formal and informal understandings and agreements exchanged relating to subjects herein shall be superseded by this agreement, with the exception of the MOU dated 12 June 1986 between USFK and KEU which will remain in effect until superseded, rescinded or the provisions have been fully complied with.

c. Proposals for a new agreement will be presented to the other party at least 6 months before the expiration date.

d. If a new agreement is not agreed upon at the expiration date of this agreement, this agreement will remain in effect until the new agreement is finalized.

Article 7. Amendment

The parties may mutually effect amendments of or supplements to this agreement before the expiration date if such action is necessary to reflect legal or regulatory changes. For other than legal or regulatory changes either party may, 90 days after the effective date of this agreement, and no more often thereafter than each succeeding 90-day period during the life of this agreement, give written notice to the other party of its intention to reopen negotiations for the purpose of amending the agreement or to negotiate any supplement thereto. Amendment is defined as the adding or deleting of an article to the agreement. It is understood by both parties that introduction of amendments to this agreement does not contemplate and is not intended to mean complete or even substantive revision of the approved agreement. Any request to reopen the agreement, to amend same, or to negotiate a supplement thereto, shall be in writing, and must include a summary of the amendment or supplement proposed and the reasons therefore. All meetings to consider a proposed amendment or supplement will be conducted within a reasonable time after receipt by either of the parties of the other party's desire to amend or supplement the agreement, and in no case be later than 30 calendar days after receipt of the written request.

Article 8. Rights of Employer.

The Employer retains the right in accordance with applicable laws and regulations to:

a. Determine the mission and function, budget, organization, number of employees, and internal security practices; changes in the numbers, types, and grades of employees of positions assigned to the Employer's organization, work project, or tour of duty; or on the technology, methods, and means of performing work.

b. Hire, assign, transfer, promote, direct, reward, train, retain and separate employees; or to suspend, remove, reduce in grade, or take other disciplinary action against employees; assign work; and to determine the personnel by which operations shall be conducted.

c. Take whatever actions may be necessary to carry out the missions of the Employer during an emergency such as war, hostilities, or where war or hostilities may be imminent, or natural catastrophe or other emergencies.

d. The impact of decisions resulting from the exercise of management's rights in section a and b above shall be a subject for consultation if requested.

Article 9. Rights of the Union.

a. The Union shall have the right to request consultation or negotiation and to present its views either orally or in writing to the Employer with respect to personnel policies, procedures and working conditions affecting employees insofar as appropriate under Article 3, Controlling Authority, Article 4, Matters Appropriate for Consultation and Negotiation, and Article 8, Rights of Employer. Matters for consultation and negotiation will include, but not be limited to, working conditions and facilities, labor-management relations, employee services, disciplinary procedures, methods of adjusting grievance and appeals, granting of leave, promotion plans, demotion practices, reduction in force procedures, and hours of work. The Union may request consultation regarding the conduct of pay and benefits determining surveys.

b. The Union has the right, upon its request, to be present at formal discussions, hearings, or meetings between the Employer and employees concerning grievances and appeals unless the employee concerned specifically requests that the union official be excluded. During the meeting or hearing, the Union may present information on behalf of the employees. The Employer in turn, may also request information from the Union during adjudication of the grievances or appeals. No more than one union official will present information or represent the employee.

c. The Employer will provide available statistical information, when requested, to KEU regarding trends in offenses and disciplinary actions. KEU will use this information to assist in reducing or eliminating such offenses. KEU will exercise due care in safeguarding confidentiality and the privacy of individuals or organizations as regards information made available to the Union.

Article 10. Rights of Employees.

a. Employees have the right, freely and without fear of penalty or reprisal, to organize or join, or to refrain from joining, any lawful employee organization.

b. Employees have the right to designate a union representative for the purpose of consulting with management officials on individual grievances and appeals or to handle their own grievances and appeals, and to choose their own representatives in accordance with applicable regulations. The Employer will not discipline or otherwise discriminate against any employee because he has filed a grievance, testified at a grievance hearing, or designated a union official as his representative on individual grievances and appeals.

Article 11. Eligibility for Union Membership and Office.

a. In the interest of effective and efficient operation of the US Forces, the Employer recognizes the right of all employees represented by this agreement to join any lawful union or to refrain from such activity, and to exercise these rights freely and without fear or penalty or reprisal.

b. Except as provided in para c below, the right to join and assist a lawful union shall extend to participation in its management and to acting as an official union representative.

c. The following individuals will not act as a representative or participate in the management of the Union:

(1) Management Officials: An employee with or without supervisory responsibilities whose authority includes recommendation of or participation in: (a) Planning and revising organizational structure; (b) Planning, evaluating, and revising programs including development of policies and regulations; (c) Coordinating programs; (d) Planning general workflow and methods; (e) Deciding overall goals and standards; (f) Budgeting and accounting, procurement, contracting, and property disposal; (g) Determining program and organizational needs for space, personnel, and equipment programs, and directing corrective actions. Normally, personnel below the grade of KGS-10 in a "specialist" series will not be management officials.

(2) Supervisors: An employee having authority, in the interest of a command or activity, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibility to direct them, or to adjudicate their grievances, or responsibility to recommend such action, if in connection with the foregoing the exercise of authority is not of a merely routine or clerical nature, but requires the use of independent judgment. (Note: A supervisor who is presently holding a union office in accordance with the exception provided under the previous agreement may continue to hold a union office as long as the official is reelected to a union office without a break in union office term.)

(3) Personnel involved in intelligence, criminal investigation, military police work or other similar programs except for those performing purely clerical duties and security guards.

(4) Employees engaged in civilian personnel operating center/civilian personnel advisory center/civilian personnel office work in other than a purely clerical capacity.

(5) Employees who perform confidential duties for a senior Commander or Management Official who exercises substantial discretionary authority in matters of personnel and employment policies and regulations, labor relations, or organization planning. Such duties involve receiving and transcribing information about issues and plans, acting on, or developing implementation plans and strategies for these matters while they are under consideration, development, consultation, or negotiation.

d. In those cases not specifically covered by the above criteria, final determination of eligibility for union officials will be made in accordance with the duties and responsibilities officially assigned by the Employer. The Union will provide the servicing civilian personnel advisory center chief or civilian personnel officer names of any individual on a job description requiring supervisory or foreman duties who is nominated for, or being considered for appointment to a union office prior to the election or appointments for the purpose of determining whether the actual duties performed would constitute a conflict of interest if elected or appointed as a union official.

e. No employee shall carry on any activities as an officer, agent or member of the Union which will conflict, or give the appearance of conflicting, with the proper exercise of, or be incompatible with, his official duties and responsibilities. In the event such a conflict arises the Employer will notify the Union and employee concerned who will be provided at least 30 calendar days to correct his performance.

f. Union officials who are voluntarily placed into positions where they are not eligible to hold union office under the preceding criteria must resign from the union office as soon as possible, but not later than 30 days from the date of the placement. Those who are involuntarily placed in such positions must resign from the union office as soon as possible but not later than 6 months from placement.

Article 12. Status of Union Officials.

a. As long as the Union is accorded exclusive recognition by the Employer, any person who is elected or appointed to a union office in accordance with this agreement and the Union constitution will be recognized by the Employer as a representative of the Union. However, this recognition will be granted only upon formal notification to the Deputy Assistant Chief of Staff, J1 (Civilian Personnel), Headquarters, USFK by the National President of KEU or, in the case of the National President of KEU, by the Chairman of the KEU National Convention.

b. No union official, acting in an official capacity, will be discriminated against for his acts as a union official as long as such acts are in accordance with this agreement, the Labor Article of the SOFA, and ROK Labor Laws, nor will there be any discrimination against any employee because of his authorized union activities.

c. The Union will not undertake any action intended to hinder any supervisor or employee in the discharge of his official duties.

d. The Employer will inform the Union before taking adverse personnel actions affecting union officials who are elected to an office in accordance with the Union constitution and this agreement.

Article 13. Use of Official Time.

a. Accredited union officials are authorized to use official time without charge to annual leave or loss of pay to attend union-management meetings, to participate in official union-management activities, to participate in formal grievance and appeal hearings, to attend the KEU Central Committee meetings by KEU Central Committee members, and when consistent with the best interests of the Employer and the employees, to visit ROK Government offices, the Federation of Korea Trade Unions (FKTU), or to attend training or meetings required by the Republic of Korea Government for union officers. Attendance at FKTU or KEU sponsored training requires specific advance notification and approval. Union Chapter presidents are authorized to use official time without charge to annual leave or loss of pay to participate in local Korean government/community activity to which officially invited as union representatives, or to attend employee family events as described under paragraph 7-10, USFK Regulation 690-1, in those cases where union officials are customarily expected to attend (e.g., funeral); to visit union subchapters or to visit local government offices or civilian organizations to discuss/coordinate matters of USFK Korean employee interest.

b. The following criteria on use of official time-off without charge to annual leave or loss of pay for the activities specified above will apply:

(1) The National President - up to 100%.

(2) The National Senior Vice President, the Senior Advisor, and Secretary General - up to 90%.

(3) Vice-Presidents at national level, Chapter Presidents, and Chief of Administration Department at national level - up to 60%.

(4) Subchapter Presidents, Vice Presidents and Chiefs of General Affairs of Chapters and Chiefs of Departments at the national level - up to 25%.

(5) Chiefs of Departments at the Chapter level may be granted time off on an occasional basis as needed, but not to exceed 8 hours average per month each.

(6) The President, Federation of Foreign Organizations Union - up to 90%.

c. Time-off in excess of the above limits may be individually granted to cover increased union-management activities which might abnormally occur during a peak

period. Such approvals must be consistent with prevailing workload and mission-support needs.

d. In cases when a union official holds two or more union offices, use of time-off is limited to business of only one office, whichever is authorized the greater amount of time-off.

e. Use of official time by the National President, Senior Advisor, Senior Vice President and the Secretary General does not require advance approval. These individuals will make arrangements to assure their supervisors can contact them in case of emergency.

f. Chapter presidents will schedule use of official time with activity commander/manager. Chapter presidents will provide the activity commander or manager a monthly, or a longer period if agreed upon by the activity commander, written schedule that shows dates and expected duration of official time to be used and the purposes. The schedule may be amended, in writing, as new needs arise. Use of official time for the purpose authorized under paragraph a above will not be denied except in emergencies. Arrangements must be made to assure that management can contact the Chapter president in case of emergency. In no case will denial be made by the Chapter president's immediate supervisor.

g. All other union officials desiring to use official time will submit a request, either in writing or verbally, for time-off with adequate justification to the immediate supervisor or, if the immediate supervisor is not available, to the next higher level supervisor sufficiently in advance to permit rescheduling of work. In an emergency such time-off may be requested by telephone. Time-off described above will not be denied by supervisors except for immediate and temporary reasons of urgent workload requirements for which employees services are clearly essential. When time-off cannot be granted, the employee will be informed when an alternate time-off period can be granted.

h. Upon completion of the union-management business, the union official will immediately report back to work. Supervisors will document the total official duty time used as "other leave (Administrative Leave)" on the employee time and attendance report.

i. Leave without pay for union officials to serve full-time on union activities may be approved on request of the Union's national office. Full time service with the union on a leave-without pay basis will be creditable for reduction-in-force and step increase purposes.

j. The Union will submit a complete roster to the Deputy Assistant Chief of Staff, J1 (Civilian Personnel), Headquarters, USFK identifying union officials by union office held. Once the complete roster is submitted, the Union will inform the Employer of any change to the roster within 21 calendar days from the date the change officially took place.

k. Individuals elected as delegates to the annual national KEU convention, who do not otherwise have approved use of official time, will be excused from duty to attend the convention upon notification of such election by the KEU national office to the Deputy Assistant Chief of Staff, J1 (Civilian Personnel), Headquarters, USFK. Deputy Assistant Chief of Staff, J1 (Civilian Personnel), Headquarters, USFK will be notified a minimum of 7 days prior to the convention and will notify such delegates' managers of the approved release from duty.

Article 14. Limitations on Use of Official Time and Facilities.

a. Normally activities identified solely or predominantly with internal union affairs, such as planning and conducting Union national and chapter conventions and meetings, conduct of union officer elections and similar activities will be conducted during off-duty hours and off-post.

b. Distribution of union literature and solicitation of membership will not be conducted during regular working hours, but may be conducted outside regular working hours, such as during lunch periods, on-post as long as such activities do not involve union or group meetings.

c. Off-duty hours meetings on-post for a purpose of disseminating information of mutual management and union interest and to discuss matters of mutual management and union interest may be permitted by the installation commander. The Union must request such meeting in writing at least 1 week in advance, specifying the meeting agenda, location requested, number of employees expected to attend and the time and length of the meeting. The installation commander will be free to deny such request based on mission needs, past experience with such meetings, and the emotional level of employees and/or agenda. The installation commander, or his designee, will be permitted to monitor any such meeting.

d. No employee, union or non-union member, will carry on union or anti-union activities during duty hours. Appropriate disciplinary action, as decided by management, will be taken should such activity become known.

e. Material submitted by the Union for posting on bulletin boards may be posted at designated locations only after obtaining consent of the appropriate commander or his official representative, responsible for the bulletin boards throughout the desired posting area, i.e., Installation Commander for installation wide positing, unit commander for unit wide posting.

Article 15. Voluntary Union Dues Allotment.

a. The Employer agrees to check-off dues by payroll deduction subject to provisions of the following paragraphs.

b. Any employee desiring to have his union dues deducted from his pay may, at any time, complete and sign the appropriate portions of the approved form, "Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues." Such deductions will be effective on the first full pay period following the date that a properly completed allotment form for voluntary deduction is received in the appropriate payroll office.

c. The properly completed form with certifications by the designated officials of the Union will be forwarded or delivered to the Employer's appropriate servicing civilian personnel advisory center/civilian personnel office for transmission to the appropriate payroll office. Civilian personnel advisory center chiefs/civilian personnel officers will assure that completed forms are transmitted to the appropriate payroll office within three work days after receipt.

d. A deduction of union dues from pay will be made each pay period for an employee who has requested an allotment for dues to the Union, except no deduction for dues will be made by the Employer in any period for which the employee's net earnings during the pay period, after the other legal and required deductions, are insufficient to cover the full amount of the allotment for dues. The deduction will be in the amount of 0.9% of the employee's basic pay equivalent to an amount for 160 hours. The basic pay includes base pay, consolidated allowance payment, payment in kind, and benefits allowance.

e. The Employer will transmit the union dues withheld to the Union not later than 40 working days from the close of each pay period.

f. The Employer, where payroll is automated, will provide the Union with a list of union dues deductions each pay period reflecting the activity name, employee's name, individual amount deducted and the net amount. Where payroll is not automated, the Employer will provide the Union with an initial list, and thereafter an updated list semiannually. When there is a deletion or addition during any deduction period, a list of the changed names and amount deducted will be provided to the Union.

g. An employee who authorized withholding of union dues may request revocation of withholding at any time by submitting completed forms (JK Form 76) or other written request. The request will be prepared in triplicate and submitted to the civilian

personnel advisory center/civilian personnel office by the employee. The civilian personnel advisory center/civilian personnel office will transmit one copy of the revocation request to the Union within three workdays. The first two copies of the revocation request will be forwarded to the appropriate payroll office by the civilian personnel advisory center/civilian personnel office 2 weeks after the date of receipt.

h. The Employer will discontinue the withholding of dues from the employee's pay at the beginning of the third full pay period after the revocation is received in the appropriate payroll office of the Employer.

i. Any individual allotment for dues withholding will be terminated automatically upon the employee's separation. However, in those cases where a separation and reappointment action with or without break in service is made due to a personnel realignment, i.e., conversion from non-appropriated fund to appropriated fund or full time to part time, the allotment for dues withholding will be continued without requiring the employee to submit a new allotment request.

j. The Union will give written notification to the Employer within 10 days after an employee participating in the dues deduction program ceases, for any reason, to be a member in good standing of the Union; i.e., he resigns, has been suspended, or is expelled, in order that the Employer may terminate his allotment of dues. Termination of the union dues allotment in this case will be effective the first full pay period after the notification.

k. The Union will be responsible for insuring the approved voluntary allotment form is made available to its members and will insure that the forms are properly completed and certified before transmitting them to the Employer.

l. The Union recognizes its responsibility for seeking that its member employees are fully informed about the program of payroll deductions for union dues, its voluntary nature and the use and availability of the required forms.

m. Changes in the amount of individual employee allotments, by reason of changes in the amount of union dues, shall not be made more frequently than once a year.

n. The Union shall furnish the Employer, at the earliest practicable date, the name and signature of its representative(s) who is designated to certify the voluntary allotment form. The Union will be responsible for giving the Employer prompt notification of any changes in this designation.

o. The above procedures are applicable also to invited contractors, NAF activities, and to AAFES. Separate arrangements may be made prior to implementation to meet certain special administrative requirements.

Article 16. Grievance Procedures.

a. The grievance procedures under this Article are exclusively for resolving grievances which are limited to the interpretation and application of this agreement. Grievances will be handled in the following manner:

(1) Grievances will first be considered at the Union subchapter/chapter and servicing civilian personnel advisory center/civilian personnel office/on-site activities level. Initially the grievances may be presented and discussed verbally between the subchapter presidents and the manager/commander of an organization of the subchapter. A grievance which is not resolved at this initial level of discussions which either party wishes to pursue further, must be referred to the next higher level in the following manner:

(a) Grievances must be presented in writing to state the issue involved, explain how the Agreement was violated and describe the specific corrective action desired (see paragraph d of this article).

(b) The party receiving the grievance will provide written notice of corrective action taken or further action recommended within 10 work days after receipt of the written grievance.

(c) The Chapter president and commander may designate an ad hoc work group for fact finding when necessary.

(2) Unresolved grievances between local Employer and Union elements will be referred for resolution without resort to actions not in line with this agreement, to the next higher level Employer and/or Union up to the respective USFK component command headquarters or AAFES and the national Union.

(3) Grievances not resolved at the level (2) above will be referred by the national Union or separate component command headquarters for review and further action by Headquarters, USFK.

b. Individual employee appeals and grievances are specifically excluded from this agreement.

c. During the course of grievance settlement procedures, the Union will ensure that employees do not engage in any practice which is disruptive of the Employer's normal work. The Employer reserves the right to take any action, including disciplinary action against employees engaged in such disruptive actions during the course of

grievance settlement procedures. If the Union condones or engages in a prohibited labor practice, the Employer may take action against the Union as provided in Article XVII of the SOFA.

d. If one of the parties becomes aware that the other party has failed to comply with a provision of this agreement, it will advise that party in writing as to exactly how the Agreement was violated and of the specific corrective actions desired. Failure by the party concerned to take prompt action to correct a confirmed violation of the Agreement will be grounds for initiating a complaint in accordance with the dispute settlement procedures contained in Article XVII of the SOFA.

Article 17. Meetings and Other Union-Management Activities.

a. The Employer and the Union agree to meet at reasonable times and to consult in good faith with respect to personnel policies and practices and matters affecting working conditions, so far as may be appropriate under applicable laws and regulations and under Articles 4, 8, and 9 hereof.

b. The Employer (inclusive of clubs, AAFES and invited contractor) and recognized Union elements will hold meetings on a periodic basis, with records maintained of the subject discussed and agreements reached, if any. In addition to regularly scheduled meetings, special meetings may be held at the request of either party with appropriate notification given sufficiently in advance. Contact points for local level meetings will be the Union's Chapter President and the servicing Civilian Personnel Advisory Center Chief/Civilian Personnel Officer or, in his absence, his designated representative. Contact points for national level meetings will be the national Union President and the Deputy Assistant Chief of Staff, J1 (Civilian Personnel), Headquarters, USFK.

c. Subjects for discussion in the regular and special meetings shall be exchanged sufficiently in advance to permit preparations. Discussions will normally be restricted to the subjects thus exchanged in advance.

d. As a rule, union-management meetings will be held among a minimum and equal number of representatives from both parties. Representation from either party shall normally consist of three or less representatives, one of which shall be designated as the spokesman.

e. Subject to the Employer's approval, union officials may request participation in management activities including attendance at special ceremonies, events and conferences pertaining to the union members.

Article 18. Productivity.

a. The parties recognize that productivity of the employees is a key to the maintenance of a good competitive position and stability of the work force. It is agreed that more efficient use of labor and resources will result in increased productivity. To this end, the parties agree to make every effort to reduce waste, conserve materials, safeguard employees' health, prevent accidents, discourage absences, and encourage on-the-job improvement and suggestions for greater efficiency through practical and mutually beneficial means.

b. To help eliminate lost productive time, the Union will actively encourage employees to reduce tardiness and to use sick and annual leave in a responsible manner by avoiding unscheduled or unnecessary absences that may result in rescheduling of work, shuffling of personnel, increased costs, and/or delays in job accomplishment.

Article 19. Health and Safety.

a. The Employer will make reasonable efforts to provide and maintain safe working conditions for all employees. The Union will cooperate with the Employer to encourage employees to work in a safe manner.

b. Both parties recognize the importance of personal protective clothing, equipment, and necessary instructions when employees must perform work which requires protective measures. To the extent required by law and applicable regulations, the Employer agrees to furnish protective clothing, equipment, and the necessary instruction to employees performing work which requires protective measures.

c. The Union shall encourage employees to work safely and to report any observed unsafe or unhealthy conditions to the employee's immediate supervisor. Union officials in the course of performing their normally assigned responsibilities are encouraged to observe and report unsafe practices, equipment and conditions (to include environmental conditions) in their immediate areas which may represent health hazards.

d. Employees must report to their supervisor, within 48 hours, all injuries or illnesses which occur on the job.

e. The Employer will, as soon as possible, supply the employee with copies of the appropriate forms for the Office of Workers' Compensation Programs (OWCP).

f. The Employer shall process and promptly forward OWCP, employee and Employer documentation required when an employee sustains an on-the-job injury or contracts an occupational disease and elects to file a claim.

g. The Union shall take positive steps to discourage the abuse of sick leave and to counsel employees regarding the actual and possible consequences therefrom.

FOR THE UNITED STATES FORCES, KOREA:

TIMOTHY K. SPANN
MAJ, GS
Acting Deputy Assistant Chief of Staff, G1
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FOR THE USFK KOREAN EMPLOYEES UNION:

KANG, IN SIK
President

30 June 2004