

Labor-Management Agreement

between

**the Director, Air Force Research Laboratory/
Rome Research Site (AFRL/RRS), Rome, New York**

and

Local 2612, American Federation of Government Employees

February 2002

ARTICLE 16
NEGOTIATED GRIEVANCE PROCEDURE

Section 1--General

1. The negotiated grievance procedure is a structured process for resolving any matter(s) of concern or dissatisfaction regarding alleged violation of this Agreement, law, rule, or regulation, affecting any condition of employment. This procedure shall be the exclusive grievance procedure for resolving such issues, except for matters relating to the separation of probationary employees, matters excluded by law, or matters excluded elsewhere in this Agreement.
2. The goal of the parties is to resolve grievances at the lowest level possible, with the least amount of time, resources, and disruption to the work environment and mission.
3. Employees and authorized Employee representatives are free to participate in the grievance process without restraint, interference, coercion, discrimination, or reprisal.
4. The negotiated grievance procedure shall follow a three step process for Employee grievances and a two step process for Union/Employer grievances.
5. By mutual consent of the parties, Alternative Dispute Resolution (ADR) may be utilized in lieu of this negotiated grievance procedure.
6. Employees using the negotiated grievance procedure have the right to be accompanied, represented, and advised by a representative of the Union. Employees electing Union representation will do so in writing. A copy of the written designation will be provided to the Employer upon request. Employees who do not choose Union representation must represent themselves; they are not entitled to any other form of personal representation.

Section 2--Concept

1. Any Employee or group of Employees in the unit may present grievances to the Employer and have them adjusted, consistent with this Agreement, without the intervention of the Union, as long as the Union has been given an opportunity to have an observer present at the grievance proceeding. 2. Normally, all Employee grievances will be initially presented to the immediate supervisor of the grievant(s). However, a grievance may be initiated at a higher supervisory level if warranted by the circumstances, e.g., when the grievance is one over which the immediate supervisor has no authority or control. 3. Responding to a grievance in a timely manner, and avoidance of frivolous grievances, are essential to maintaining a good-faith approach to the negotiated grievance procedure. a. If the Employer intentionally fails to meet the prescribed time frames, without a mutually agreed upon extension, the Employer will have the option of either granting the remedy the grievant seeks or paying the entire cost of the arbitration, should the grievance be elevated to Step 3. The burden of compliance with the time frames will rest with the Employer. b. If the Union fails to meet the

prescribed time frames, without a mutual agreed upon extension, the grievance may be declared untimely, therefore, non-arbitratable. c. An appropriate grievance file will be maintained for each case that progresses beyond Step 1. d. Employees will be allowed, upon request, a reasonable amount of duty time, if otherwise in a duty status, to prepare and present a grievance. e. Multiple grievances over the same issue may be initiated as either a group grievance or as single grievances. When it is mutually agreed by the Union and the Employer that a group of Employees has an identical grievance, it will be considered as an individual complaint of one Employee selected by the group as the aggrieved. Grievances may be combined and decided as a single grievance at the later steps of the grievance procedure by mutual consent. The decision will be applied equally to all Employees affected.

Section 3--Grievance Procedure

Employee grievances shall be comprise of a three step process: the Informal (Step 1), the Formal (Step 2), and Arbitration (Step 3).

Step 1--Informal Process

1. Informal grievances must be presented within 20 (twenty) calendar days following the date of the act or event creating the concern, or the date the Employee became aware of the act or event. An Employee filing a grievance directly related to a suspension will be allowed up to 15 (fifteen) calendar days to file after conclusion of the suspension. The time limit for presentation may be extended upon mutual consent of the parties.

2. Informal grievances may be presented verbally, and, as a minimum, will specify the concern(s) and the remedy(ies) requested. Within 10 (ten) calendar days after initial presentation of a grievance, a meeting will be held to attempt to resolve the matter. Attendees at this informal grievance meeting(s) are limited to the supervisor in receipt of the grievance, the grievant, the grievant's representative (or a Union observer if the grievant has elected to proceed without representation), and a management advisor; other attendees must be mutually agreed to by the Union and the Employer. By mutual agreement, additional meeting(s) may be scheduled for pursuing resolution of the grievance. If resolution is achieved, a Memorandum for Record will be signed by the parties to the Agreement.

Step 2--Formal Process

1. When an agreement cannot be reached at Step 1, the Union and Employee will have 10 (ten) calendar days from the last informal grievance meeting to proceed to Step 2.

2. At a minimum the formal grievance will include: the grievant's name, the issue to be resolved, and the remedy the grievant seeks. The formal grievance will be presented to the Employer, either in writing or by electronic means.

3. The Employer will render a decision as expeditiously as possible but not later than 30 (thirty) calendar days from receipt of the formal grievance.

Step 3--Arbitration

1. If the grievance is not resolved to the Employee's satisfaction at Step 2, the Union may invoke arbitration. The request for arbitration must be submitted by the Union within 20 (twenty) calendar days after receipt of the Step 2 decision with a copy provided to the Employer.

2. The party invoking arbitration will send the written request to the FMCS for a list of 7 (seven) impartial persons qualified to act as arbitrators. For administrative purposes, a local code identifier will be utilized on the FMCS Form R-43 to relate the received list of arbitrators to the specific case. Upon receipt of the list, representatives of the Union and Employer shall meet within 7 (seven) calendar days and attempt to agree upon one of the arbitrators on the list. Failing to agree, each party shall strike 1 (one) name in turn from the list; the name remaining after each has struck 3 (three) shall be the arbitrator.

3. The fees and expense of the arbitrator shall be borne equally by the Employer and the Union and regulatory limits of arbitrator fees and expenses will be honored. Each party shall fully bear the costs regarding witnesses and any other persons it requests to attend the arbitration. If possible, the arbitration hearing shall be held in the Employer's facilities during working hours. The order of proceedings will be determined by the arbitrator. The total number of Union representatives authorized official time to be present shall be limited to the number of Employer representatives.

4. The parties shall share equally the expense of any other mutually agreed upon services (such as verbatim transcripts) in connection with an arbitration hearing. If the parties cannot mutually agree upon the need for such services and decline to share expenses, the declining party forfeits any and all rights to services and materials obtained at the expense of the other party.

5. The arbitrator will apply any law, rule, or regulation which may come before him/her.

6. If either party cancels an arbitration hearing or asks for a postponement that leads to the arbitrator charging a fee, the canceling party or the party asking for postponement shall pay the arbitrator's fee; however, if cancellation is due to mutual settlement, the parties shall bear the arbitrator's fee equally.

7. The arbitrator shall have no power to add to, subtract from, alter, or modify any of the terms of the agreement, or applicable laws, rules, and regulations. He or she shall consider and decide only the specific issues or issues submitted to him/her by the parties to this Agreement and shall have no authority to make a decision on any matter not so submitted.

8. The arbitrator will be requested by the parties to render his/her decision no later than 30 (thirty) calendar days after the conclusion of the hearing and furnish the Employer and the Union a copy of his/her decision. Either party may file exceptions to an arbitrator's award with the Federal Labor Relations Authority (FLRA) under regulations prescribed by the Authority under 5 USC 7122 (<http://www4.law.cornell.edu/uscode/5/7122.html>) . The party filing the exception will concurrently notify the other party.

Section 4--Employer or Union Grievances

Employer/Union grievances shall be comprised of a two step process: the Formal (Step 1), and Arbitration (Step 2).

- a. When the Employer or the Union decides to file a grievance it can do so by filing the grievance in writing directly with the other party for resolution.
- b. As a minimum, the letter will indicate the specific issue of the grievance and the remedy desired.
- c. Within 12 (twelve) calendar days from the date of receipt of the Employer or Union grievance, the designees of the parties will meet to discuss the grievance in an attempt to resolve the issue.
- d. A written decision on Employer or Union grievances will be rendered as expeditiously as possible but not later than 30 (thirty) calendar days from receipt of the grievance.
- e. If the grievance is not resolved to the satisfaction of the initiating party, that party may invoke arbitration. The request for arbitration must be submitted within 20 (twenty) calendar days after receipt of the decision. The provisions of Section 3, Step 3 of this article will apply to arbitration of Employer or Union grievances.