

COMMAND LABOR AGREEMENT

between



**THE AIR FORCE MATERIEL
COMMAND**

and

**THE INTERNATIONAL
ASSOCIATION OF FIRE
FIGHTERS (AFL-CIO)**

**ARTICLE 9
GRIEVANCE PROCEDURE**

SECTION 1: GENERAL.

The purpose of this Article is to provide a mutually acceptable method for prompt and equitable settlement of grievances between the parties to this Agreement.

SECTION 2: COVERAGE AND SCOPE - ACTIVITY LEVEL.

a. Except as provided for in Sections 3 and 4, this article shall constitute the sole and exclusive procedure available to the Employer, Union, and employees of the bargaining unit for the resolution of grievances.

b. Employee(s) Grievances: A grievance by a bargaining unit employee (s) is a request for personal relief in any matter of concern or dissatisfaction, subject to control of the Employer.

c. Union or Employer Grievances: A grievance by the Union or Employer is a request for relief over the interpretation and application of the CLA, or any claimed violation, misinterpretation, or misapplication of any law, rule or regulation, affecting conditions of employment.

SECTION 3: OPTIONS.

a. With respect to the items listed below, an employee may either file a grievance through this grievance procedure or file an appeal through a statutory procedure, but not both:

1. Discrimination cases
2. Reduction in grade or removal of employee for unacceptable performance
3. Suspensions for more than fourteen (14) days
4. Reduction in grade
5. Reduction in pay
6. Furlough for 30 days or less
7. Removal

b. With respect to any matter which can be appropriately filed as a negotiated grievance under this article or an unfair labor practice under 7 USC 7116, the moving party may chose either process but not both.

SECTION 4: EXCLUSIONS.

Excluded from coverage under this grievance procedure are grievances concerning:

a. Any claimed violation of Subchapter III of Chapter 73 of 5 United States Code (relating to prohibited political activities)

b. Retirement, life insurance, or health insurance

c. A suspension or removal under Section 7523 of 5 United States Code (Breach of National Security)

d. Any examination, certification, or appointment

e. The classification of any position which does not result in the reduction in grade or pay of an employee

f. The termination of a probationary or trial period employee

g. Matters covered under Article 14, Section 6b (7) of this agreement

SECTION 5: REPRESENTATION.

a. Union representatives shall make every effort within the scope of their preparation time to determine that grievances have substance in fact.

b. The parties are obligated to resolve problems and grievances filed under this Article promptly and as close to the source as possible.

c. A unit employee or group of employees shall have the right to present and process a grievance under this procedure on his/her/their own behalf (self-representation) or be represented by the Union. No other representation will be authorized for processing grievances under this procedure.

d. Management shall not conduct any formal grievance hearing, meeting or discussion with the grievant(s) without giving the Union the right to be present.

e. This Agreement does not preclude any employee from exercising appellate rights established by law or regulation on any matter that is not grievable under this Negotiated Procedure.

SECTION 6: The Employer and the Union recognize and endorse the importance of bringing to light and adjusting grievances promptly. The initiation of a grievance in good faith by an employee shall not cast any reflection on his/her standing with the Employer or on his/her loyalty and desirability to the organization nor will the grievance be considered as a negative reflection on the Employer.

SECTION 7: EMPLOYEE GRIEVANCE PROCEDURE.

The following procedures are established for the resolution of grievances of the parties and of all Bargaining Unit Employees.

STEP 1. An employee of the Unit desiring to file a grievance must submit the grievance by using AFMC Form 196 within fifteen (15) calendar days after occurrence of the incident or reasonable knowledge of the incident (whichever occurs first). Initial presentation will be made to the employee's immediate supervisor. For grievances where the employee has elected self-representation, the supervisor, upon receipt of the grievance, will forward a copy to the local Union. The grievant and/or the Union representative may meet with the immediate supervisor and/or the Fire Chief or designee (whichever is appropriate) to discuss and attempt to resolve the grievance. Should the immediate supervisor determine that the remedy requested cannot be granted and/or that the substance is not within the authority and control of this step, the supervisor will forward the grievance to the Fire Chief or designee. A written Step 1 reply will be given by management to the grievant or the grievant's Union representative within 15 calendar days of the date of the meeting or within 15 calendar days of the date the grievance was received, whichever comes last. In cases where employees have elected self-representation, the Union will be provided a copy of management's response at each step of the grievance procedure.

STEP 2. Should Step 1 fail to resolve the grievance to the satisfaction of the grievant, it will be filed with the Base Fire Marshall within ten (10) calendar days from the date of the Step 1 decision or the expiration of the Step 1 (15 calendar day) response period, whichever occurs first. Additional issues or remedies may not be raised at this step. A written Step 2 decision from the Base Fire Marshall or designee will be made within ten (10) calendar days of the initial receipt of the Step 2 grievance.

STEP 3. If the grievance is unresolved after Step 2, the grievant may elevate the grievance to the Wing or Support Group Commander, as appropriate, Attn: Labor Relations Officer, for final decision within ten (10) calendar days of the date of the Step 2 decision or the expiration of the Step 2 (10 calendar day) response period, whichever occurs first. Additional issues or remedies may not be raised at this step. The Wing or Support Group Commander or designee will answer the grievance in writing within ten (10) calendar days of the initial receipt of the Step 3 grievance.

STEP 4. Should the final decision at Step 3 not be a satisfactory resolution to the grievance, the Union may refer the matter to arbitration pursuant to Article 10 of the Agreement.

SECTION 8: Except in the case of disciplinary actions, the Union and the Employer may agree that individual grievances, arising from the same set of facts or circumstances, will be joined at Step 2 and processed as one grievance throughout the remainder of the procedure. The Union will select one employee's grievance for processing and the decision thereon will be binding on all others in the group grievance.

SECTION 9: UNION/EMPLOYER GRIEVANCE PROCEDURE (Activity Level).

Grievances between the Union and the Employer at the Activity level shall be processed in the following manner:

a. Union Grievances. The Union may initiate a grievance by submitting it in writing to the Fire Chief, Attn: Labor Relations Officer, within twenty-one (21) calendar days after occurrence of the incident or reasonable knowledge of the incident (whichever occurs first). The Union President or designee may meet with the Fire Chief or designee to discuss and attempt to resolve the grievance. The Fire Chief or designee will render a written decision within twenty-one (21) calendar days after receipt of the Union grievance. If the decision is unacceptable, the matter may be submitted to arbitration in accordance with Article 10 of this Agreement.

b. Employer Grievances. The Employer may initiate a grievance by submitting it in writing to the Union President within twenty-one (21) calendar days after receipt of the notice of action, occurrence of the incident or reasonable knowledge of the incident (whichever occurs first). The Representative of the Employer and the Union President or designee may meet to discuss and attempt to resolve the grievance. The Union President or designee will render a written decision within twenty-one (21) calendar days after receipt of the Employer's grievance. If the decision is unacceptable, the matter may be submitted to arbitration in accordance with Article 10 of this Agreement.

SECTION 10: UNION/EMPLOYER GRIEVANCE PROCEDURE (Command Level).

Grievances between the Union (IAFF National Office/Union's Council) and the Employer (HQ AFMC) at the Command level shall be processed in the following manner:

a. Within thirty (30) calendar days after occurrence of the incident or reasonable knowledge of the incident (whichever occurs first), the aggrieved party must file a written grievance with the party alleged to have misinterpreted and misapplied the CLA, or any claimed violation, misinterpretation, or misapplication of any law, rule or regulation, affecting conditions of employment. As a minimum, the grievance will contain: (1) The specific nature of the grievance, including the identification of any provision(s) of the

CLA alleged to have been violated; the provisions of any law, rule, and/or regulation affecting conditions of employment alleged to have been violated; (2) any supporting documentation and/or correspondence; and (3) the remedial action desired.

b. The parties may mutually agree to meet informally to discuss and attempt to resolve the matter.

c. Within thirty (30) calendar days after the initial grievance, the responding party will issue a final written decision in that matter. If the matter is not resolved, the aggrieved party may invoke arbitration pursuant to Article 10 of the Agreement.

SECTION 11: If the employee(s), the Union or the Employer (at the Command or Activity Level) fails to elevate a grievance within the time limits prescribed within these procedures, the grievance will be considered terminated. However, time limits may be extended by mutual agreement provided that a request for extension is presented prior to the end of the prescribed time limit.

SECTION 12: All grievance decisions will be made as promptly as possible at each level of consideration described herein. Unless mutual agreement is reached for extending the time limits within which a decision must be rendered, failure to meet the time limits will allow the grieving party to proceed to the next step.

SECTION 13: In the event either party should declare a grievance non-grievable or non-arbitrable, the original grievance shall be considered amended to include this issue. All disputes of grievability or arbitrability will be referred to arbitration as a threshold issue in the related grievance.

SECTION 14: As a matter of concern between the Union and the bargaining unit employees, it is understood that nothing in this Agreement shall be so interpreted as to require the Union to represent a unit employee in processing a grievance, or to continue to represent him/her, if the Union considers the grievance to be invalid or without merit.