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Article 24

Grievance Procedure

Section 1. Purpose

The purpose of this article is to provide a mutually acceptable method for the prompt and equitable settlement of grievances filed by bargaining unit employee(s), the Union or the Administration.

Section 2. Coverage and Scope

A grievance means any complaint:

- A. by an employee(s) **or group of employees** concerning any matter relating to the employment of **one or more** the employees;
- B. by the Union concerning any matter relating to the employment of any employee; or **group of employees**;
- C. by any employee(s), **or group of employees**, the Union or the Administration concerning:

24

25 1. the effect or interpretation, or a claim of breach, of a collective

26 bargaining agreement; or

27

28 2. any claimed violation, misinterpretation or misapplication of any law,

29 rule or regulation affecting conditions of employment.

30

31 **3. all aspects of the EEO Statutory process.**

32

33 D. Grievances on the following matters are excluded from the scope of this

34 procedure:

35

36 1. any claimed violation of 5 U.S.C. 73 relating to prohibited political

37 activities;

38

39 2. retirement, life insurance or health insurance;

40

41 3. a suspension or removal under 5 U.S.C. 7532 relating to national

42 security;

43

44 4. any examination, certification, or appointment;

45

46 5. the classification of any position which does not result in the reduction
47 in grade or pay of an employee;

48

49 ~~6. non-selection for non bargaining unit positions; or~~

50

51 ~~7. non-selection for bargaining unit employees from amongst properly~~
52 ~~rated and ranked candidates with the exception that employees may~~
53 ~~file grievances alleging unlawful discrimination as defined by Title VII.~~
54 ~~However, employees may file a grievance for non-selection from the~~
55 ~~exercise of a priority consideration. Employees may also file either a~~
56 ~~grievance or unfair labor practice, but not both, alleging anti-union~~
57 ~~animus.~~

58

59

60 **Section 3. Exclusivity**

61

62 Grievances may be initiated by **an employee(s) or group of employees** covered
63 by this Agreement and/or their Union representative or by the Administration.

64 Representation of bargaining unit employees shall be the sole and exclusive
65 province of the Union.

66

67 This is the exclusive procedure available to bargaining unit employees, the Union
68 or the Administration for the resolution of grievances.

69

70

71 **Section 4. Representation**

72

73 A. Upon filing of a grievance, an employee **or group of employees** may elect to
74 be self-represented or represented by a Union representative or designee
75 approved in writing by the Union.

76

77 B. The Union has the right to be present during any proceeding under the
78 negotiated grievance procedure. If the Union is not the designated
79 representative, a copy of the grievance will be provided to the Union within
80 ~~five (5)~~ **three (3)** days of the filing date. The Agency will provide the Union
81 reasonable advance notice of any grievance meeting/discussion when the
82 Union is not the designated representative. A copy of each grievance
83 decision will be timely provided to the Union, **normally within three (3) work**
84 **days.**

85

86 C. Where the grievant(s) elects Union representation, meetings and
87 communications with regard to the grievant(s) attempts at resolution shall be
88 made through the designated Union representative.

89

90 D. For employees on flextime, the parties agree to schedule all steps in the
91 grievance process during the core hours of the grievant(s) and representative
92 unless the parties mutually agree otherwise.

93

94 For employees on a fixed shift, the parties agree to schedule all steps in the
95 grievance process during the fixed shift of the grievant(s) and representative
96 unless the parties mutually agree otherwise.

97

98 In situations where the grievant(s) and representative are on different work
99 schedules and/or locations, the parties agree to make every reasonable effort
100 to schedule all steps in the grievance process to the common work times of
101 the grievant(s) and representative unless the parties mutually agree otherwise.

102

103 **E. Employees will be allowed reasonable time during working hours to**
104 **discuss, prepare for and present grievances, including attendance at**
105 **meetings with management officials concerning their grievances.**

106

107

108 **Section 5. Resolution of Grievances and Employee Standing**

109

110 The Union and the Administration agree that grievances should be settled in an
111 orderly, and prompt and equitable manner so that the efficiency of the
112 Administration may be maintained and morale of employees shall not be

113 impaired. Every effort shall be made by the Administration and the Union to
114 settle grievances at the first level of supervision. **The use of ADR is**
115 **encouraged in order to resolve any misunderstanding or dispute.**

116

117 Employees and their representatives will be unimpeded and free from restraint,
118 interference, coercion, discrimination or reprisal, consistent with 5 U.S.C. 71 and
119 this agreement, in seeking adjustment of grievances.

120

121 ~~Before the Agency or Union is required to render a decision at the last step of the~~
122 ~~grievance process, the written grievance must clearly and specifically describe~~
123 ~~the matter(s) being grieved, including the date/place of the occurrence and the~~
124 ~~individuals involved. The written grievance must also identify the article(s),~~
125 ~~section(s) and provisions(s) of the agreement that are involved, explain the~~
126 ~~alleged violation and state the requested relief. This provision will apply to all~~
127 ~~grievances filed after the 1 year anniversary date of this contract.~~

128

129

130 **Section 6. Grievability/Arbitrability Questions**

131

132 In the event either party should declare a grievance nongrievable or
133 nonarbitrable, the original grievance shall be considered amended to include this
134 issue. The parties agree to raise any questions of grievability or arbitrability of a
135 grievance prior to the limit for the written answer in the final step of this

136 procedure. All disputes of grievability/arbitrability shall be referred as threshold
137 issues in the related grievance, except where the parties agree to hear the
138 threshold issue and merits of the grievance separately.

139

140

141 **Section 7. Time Limits**

142

143 A. A grievance concerning a continuing practice or condition may be presented
144 at any time. Except as covered in Section 8(B), a grievance concerning a
145 particular act or occurrence must be presented to the Step 1 management
146 official within fifteen (15) working days of the action or date the employee
147 became aware of it.

148

149 B. Proof of service **for a grievance and/or decision** shall be a return post office
150 receipt executed by the person served **or designee; a photocopy of an**
151 **envelope with a post office receipt showing it was mailed** or a written
152 acknowledgement from the person served **or designee** when hand delivered.
153 **Proof of service for a grievance filed by electronic mail will be the first**
154 **work day after the day of transmission.**

155

156 C. All the time limits in this article may be extended by mutual consent.

157

158

159 **Section 8. Options**

160

161 A. In accordance with 5 U.S.C. 7121, an employee at his/her option may raise
162 matters covered under Section 4303 (Unacceptable Performance) and 7512
163 (Adverse Actions) under the appropriate statutory procedures or the
164 negotiated grievance procedure, but not both. An employee shall be deemed
165 to have exercised his/her option at such time as the employee timely files a
166 notice of appeal under the applicable appellate procedures or timely files a
167 grievance in writing, whichever event occurs first.

168

169 Similarly, an employee affected by a prohibited personnel practice under
170 Section 2302(b)(1) of the Civil Service Reform Act may raise the matter under
171 a statutory procedure or the negotiated procedure but not both. An employee
172 shall be deemed to have exercised his/her option at such time as he/she
173 timely files a grievance in writing or files a written complaint under the
174 statutory EEO procedure, whichever event occurs first.

175

176 B. Before filing a grievance which alleges discrimination, the employee may first
177 discuss the allegation with an EEO counselor. This discussion must be within
178 45 calendar days after the event causing the allegation or after the date the
179 employee became aware of the event. The counselor shall have 30 calendar
180 days to resolve the matter informally. If the counselor is unsuccessful, he/she
181 will give the employee a written notice stating his/her right to file either a

182 formal complaint under the statutory EEO procedure or a grievance under this
183 procedure. If the employee elects to file under the negotiated procedure,
184 he/she shall proceed under Section 9 of this article within 15 working days
185 and if the counseling process was used, attach a copy of the counselor's
186 notification to the grievance. The EEO counselor will advise the employee
187 with whom the grievance may be initially filed. For the purpose of this section,
188 the Step 1 official is the official who took the action which gave rise to the
189 allegation of discrimination or his/her designee. If this official is also the
190 Step 1, 2 or 3 official identified in Section 9, the grievance will be entered at
191 that step of the grievance procedure. If the official is the Step 3 official or
192 higher, that official will have 15 working days to attempt to resolve the matter
193 and issue a decision. If the matter is not resolved, the grievant will have 5
194 workdays to elect to have the matter reviewed by a higher appropriate
195 authority identified by the Administration. That official will have 25 workdays
196 to either resolve the matter or render a final decision. If the employee does
197 not elect to use EEO Counseling, any grievance must be initiated within 45
198 calendar days of the event which gave rise to the allegation, or after the date
199 the employee became aware of the event, in accordance with the above
200 procedure.

201

202 **The time limits for filing a grievance involving a mixed case in**
203 **accordance with the above procedures, will be within 60 calendar days**
204 **of the event or after the date the employee became aware of the event.**

205 **Section 9. Procedures for Employee Grievances**

206

207 **Multiple grievances over the same issue may be initiated as either a group**
208 **grievance or as single grievances at any time during the time limit of Step 1.**
209 **Grievances may be combined and decided as a single grievance at the Step**
210 **2 level and, if pursued to arbitration, all combined grievances will be**
211 **considered as one combined grievance.**

212

213 Step 1

214

215 A grievance must be submitted in writing, preferably, on the standard grievance
216 form provided by the Administration, and presented to the Step 1 management
217 official (designated in the Grievance Steps Chart below). The written grievance
218 should normally describe the matter(s) being grieved, include the article(s) of the
219 agreement that is involved, explain how the article(s) is allegedly violated and
220 state the requested relief.

221

222 Within ten (10) working days after receipt of the grievance, the Step 1 official
223 must hold a meeting or, if one is not requested, issue a decision in writing. If the
224 meeting is held after the fifth workday, the Step 1 official must issue a decision
225 within five (5) working days after the meeting. The decision will either grant,
226 partially grant, or deny the relief sought. The grievance may be appealed to the
227 Step 2 official within five (5) working days after receipt of the Step 1 decision.

228 The Step 1 official will forward the grievance material to the Step 2 official as
229 indicated by the grievant's election to proceed to the next step.

230

231

232 Step 2

233

234 A. If the Step 2 official is located in the same installation as the grievant, the
235 grievant shall have five (5) workdays to make an oral and/or written
236 presentation.

237

238 B. If the Step 2 official is not in the same installation as the grievant, the grievant
239 shall have ten (10) workdays to make an oral and/or written presentation.

240

241 C. The Step 2 official or designee will as speedily as possible, attempt to resolve
242 the grievance and will, within ten (10) workdays after the presentation date
243 give a written decision containing the reasons for the decision.

244

245 D. The grievance may be appealed to the Step 3 official within five (5) workdays
246 after receipt of the Step 2 decision.

247

248 E. The Step 2 official will forward the appropriate grievance material to the Step
249 3 official as indicated by the grievant's election to proceed to the next step.

250 Step 2 meetings with Field Offices (OQAP, OHA ODAR, FO) and OGC

251 Regional Office where oral presentations in Step 2 of the grievance procedure
252 are to be made to management officials outside of the installation, face to
253 face meetings are preferred whenever feasible. If such meetings cannot be
254 arranged within the timeframes for oral presentations, the parties may meet at
255 a later date as scheduling will permit or may conduct the oral presentation by
256 telephone, but will not delay the grievance process longer than 30 calendar
257 days.

258

259 Step 3

260

261 A. If the Step 3 official is located in the same installation as the grievant, the
262 grievant shall have five (5) working days to make an oral and/or written
263 presentation.

264

265 B. If the Step 3 official is not located in the same installation as the grievant, the
266 grievant shall have ten (10) workdays to make an oral and/or written
267 presentation.

268

269 C. The Step 3 official or designee will as speedily as possible, attempt to resolve
270 the grievance and will within ten (10) workdays after the Step 3 presentation
271 date give a written decision containing the reason for the decision.

272

273 D. If the decision is not acceptable, the Union may refer it to arbitration in
 274 accordance with Article 25 (Arbitration).
 275
 276 E. Step 2 and 3 meetings with Field Offices (OQAP, **ODARHA**, FO) and OGC
 277 Regional Office where oral presentations in Step 2 or Step 3 of the grievance
 278 procedure are to be made to management officials outside of the installation,
 279 face to face meetings are preferred whenever feasible. If such meetings
 280 cannot be arranged within the timeframes for oral presentations, the parties
 281 may meet at a later date as scheduling will permit or may conduct the oral
 282 presentation by telephone, but will not delay the grievance process longer
 283 than 30 calendar days.

284

GRIEVANCE STEPS CHART			
COMPONENT	Step One Official	Step Two Official	Step Three Official
ODARHA (HQ)	Immediate Supvr.	Next Level Supvr.	Next Level Supvr.
ODARHA (Field)	Immediate Supvr.	Next Level Supvr.	Regional Chief Admin Law Judge
Headquarters (Local 1923)	Immediate Supvr.	Br/Div Director/Center Director	Office/Staff Director or equivalent
FO (DO/BO)	Immediate Supvr.	District Manager	Area Director

FO (Non-Mega TSC)	Immediate Supvr.	TSC Manager	Regional TSC Mgr. or Next Level Supvr. if no Regional TSC Manager
FO (Mega TSC)	Immediate Supvr.	Next Level Supvr.	TSC Director
ROQA OQP	Immediate Supvr.	Next Level Supvr.	Regional Director, Director ROQA OQP
DOC	Immediate Supvr.	Branch Chief	Appropriate Director
RO	Immediate Supvr.	Next Level Supvr.	ARC/MOS
OGC (Region)	Immediate Supvr.	Chief Counsel	A Deputy General Counsel
OGC (Headquarters)	Immediate Supvr.	Associate General Counsel	A Deputy General Counsel
PSC	Immediate Supvr.	Next Level Supvr	ARC/PCO
<p>If an employee's immediate supervisor is the Step 2 official, the grievance will be considered entered at that step of the grievance procedure. Likewise, if an employee's immediate supervisor is the Step 3 official or higher, the grievance will also be considered entered at Step 2 of the grievance procedure. If the matter is not resolved, the Agency will designate a higher authority official to review the grievance and decision and either resolve the matter or render a final Agency Step 3 decision.</p>			

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286
287

288 The employee may feel he or she cannot initially discuss the alleged grievance
289 with the immediate supervisor. If so, the employee may grieve the matter initially
290 with the Step 2 Official. If this is done, it is understood that this is the second
291 step in the grievance procedure.

292

293 The Step 2 and Step 3 officials listed above may use designees to complete their
294 responsibilities.

295

296 The Administration shall not delegate down in the line function in using
297 designees in the grievance procedure.

298

299

300 **Section 10. Union Management Grievance**

301

302 Either party may opt to submit grievances through their respective
303 representatives at the national, component, or local levels. Grievances at the
304 national level will be submitted to the Commissioner or designee or the General
305 Committee spokesperson or designee as appropriate. Grievances at the
306 component level will be submitted to the component head or designee or the
307 AFGE component president or designee, as appropriate. Grievances at the local
308 level will be submitted to the Regional Chief ALJ, Regional Commissioner,
309 Regional Director, Regional Chief Counsel, Associate Commissioner or

310 equivalent and the designated Union official, as appropriate. Management
311 officials listed above may use designees to complete their responsibilities.

312

313 A grievance concerning a continuing practice or condition may be presented at
314 any time. A grievance concerning a particular act or occurrence must be
315 presented to the other party within twenty-five (25) working days of the action or
316 date the moving party became aware of it.

317

318 When a grievance is filed, the parties will meet and/or discuss the matter within
319 ten (10) working days after receipt unless the grieving party waives the
320 meeting/discussion. A written decision will be issued within ten (10) working
321 days of the meeting or of the date of waiver. If the grievance is not settled by this
322 method, the grieving party may invoke arbitration within thirty (30) working days
323 after receipt of the final decision. However, prior to invoking arbitration, each
324 party will consult with appropriate levels within its respective organization. Either
325 party may move its grievance to arbitration 45 calendar days after the grievance
326 was filed.

327

328 Arbitration awards or grievance settlements shall not be applicable or
329 precedential beyond the jurisdiction of the parties to the grievance, unless the
330 parties at a higher level agree otherwise.

331

332 **Section 11. Grievance Decision**

333

334 All grievance decisions will be in writing and state the issue being grieved, a
335 summary of the findings and the rationale for the decision. Copies of relevant
336 documents cited in the decision will be provided if they are not otherwise readily
337 available to the employee. **The parties will not use electronic mail for**
338 **rendering decisions since an original signature is required.**

339

340 **Section 12. Failure to Meet Requirements**

341

342 A. In employee grievances, failure on the part of the Administration to meet any
343 of the time requirements of this procedure will permit the grievance to
344 advance to the next step.

345

346 B. If the grievant after receiving a decision fails to timely pursue the grievance,
347 the grievance shall be terminated.

348

349 C. If a decision is not issued, the grievance will not terminate.

350

351 **D. If a decision is not timely issued, a grievance shall be resolved in favor**
352 **of the grievant(s), Union or Administration provided that receipt of the**
353 **grievance had been acknowledged, as defined by Section 7 B and the**
354 **remedy requested is legal and reasonable under the circumstances of**
355 **the grievance. If there is a material question regarding the**

356 **acknowledged receipt and/or remedy, the matter will be referred to a**
357 **third party for resolution.**

358

359 **Section 13. Withdrawal**

360

361 The Union, acting as the responsible representative of all employees in the
362 bargaining unit, may, at any step of this procedure, withdraw on a
363 nondiscriminatory basis from the grievance.

364

365