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) concerning any matter relating to the employment of the employee;

B. by the Union concerning any matter relating to the employment of any employee;

C. by any employee(s), the Union or the Administration concerning:

1. the effect or interpretation, or a claim of breach, of a collective bargaining agreement; or

2. any claimed violation, misinterpretation or misapplication of any law, rule or regulation affecting conditions of employment.

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

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

2. retirement, life insurance or health insurance;

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

4. any examination, certification, or appointment;

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

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

1. non-selection for bargaining unit employees from amongst properly rated and ranked candidates with the exception that employees may file grievances alleging unlawful discrimination as defined by Title VII. However, employees may file a grievance for non-selection from the exercise of a priority consideration. Employees may also file either a grievance or unfair labor practice, but not both, alleging anti-union animus.
2. **The assignment of ratings of record.**
3. **The award of any form of incentive pay, including cash awards; quality step increases; or recruitment, retention, or relocation payments.**
4. **Any dispute concerning decisions to remove any employee from federal service for misconduct or unacceptable performance.**

Section 3. Exclusivity

Grievances may be initiated by employee(s) covered by this Agreement and/or their Union representative or by the Administration. Representation of bargaining unit employees shall be the sole and exclusive province of the Union.

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

Section 4. Representation

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

B. The Union has the right to be present during any proceeding under the negotiated grievance procedure. If the Union is not the designated representative, a copy of the grievance will be provided to the Union within five (5) workdays of the filing date. The Agency will provide the Union reasonable advance notice of any grievance meeting/discussion when the Union is not the designated representative*.* A copy ofeach grievancedecision will be timely provided to the Union, normally within five workdays.

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

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

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

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

Section 5. Resolution of Grievances and Employee Standing

The Union and the Administration agree that grievances should be settled in an orderly, and prompt and equitable manner so that the efficiency of the Administration may be maintained and morale of employees shall not be impaired*.* Every effort shall be made by the Administration and the Union to settle grievances at the first level of supervision. Employees and their representatives will be unimpeded and free from restraint, interference, coercion, discrimination or reprisal, consistent with 5 U.S.C. 71 and this agreement, in seeking adjustment of grievances. In accordance with Article 40, Alternate Dispute Resolution (ADR) is an option available to the parties to address disputes.

Before the Agency or Union is required to render a decision at the last step of the grievance process, the written grievance must describe the matter(s) being grieved, including the date of the occurrence and the individuals involved. The written grievance must also identify the article(s), and section(s) of the agreement that are involved, and state the requested relief.

If the grievance is still unclear after the grieving party has provided the above information required by the last step of the grievance process, management should seek clarification of the matter being grieved before rendering the decision.

Only issues identified in the written grievance will be considered by the grievance deciding official. Neither party may consider issues that were not raised at the last step of the grievance process. An arbitrator may only consider issues that were raised at the last step of the grievance process.

Section 6. Grievability/Arbitrability Questions

In the event either party should declare a grievance nongrievable or nonarbitrable, the original grievance shall be considered amended to include this issue. The parties agree to raise any questions of grievability or arbitrability of a grievance, prior to the limit for the written answer in the final step of this procedure, except for grievability/arbitrability issues related to sunset provisions, which must be raised, at least 30 days prior to the arbitration hearing. All disputes of grievability/arbitrability shall be referred as threshold issues in the related grievance, except where the parties agree to hear the threshold issue and merits of the grievance separately.

Section 7. Time Limits and Proof of Service

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

B. Proof of service for the filing of a grievance shall be a certified mail return receipt from the United States Postal Service, a delivery receipt from a commercial delivery service; or a written acknowledgement when hand delivered.

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

Section 8. Options

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

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

1. Before filing a grievance which alleges discrimination, the employee may first discuss the allegation with an EEO counselor. This discussion must be within 45 calendar days after the event causing the allegation or after the date the employee became aware of the event. The counselor shall have 30 calendar days to resolve the matter informally. If the counselor is unsuccessful, he/she will give the employee a written notice stating his/her right to file either a formal complaint under the statutory EEO procedure or a grievance under this procedure. If the employee elects to file under the negotiated procedure, he/she shall proceed under Section 9 of this article within 15 working days and if the counseling process was used, attach a copy of the counselor's notification to the grievance. The EEO counselor will advise the employee with whom the grievance may be initially filed. For the purpose of this section, the Step 1 official is the official who took the action which gave rise to the allegation of discrimination or his/her designee. If this official is also the Step 1, 2 or 3 official identified in Section 9, the grievance will be entered at that step of the grievance procedure. If the official is the Step 3 official or higher, that official will have 15 working days to attempt to resolve the matter and issue a decision. If the matter is not resolved, the grievant will have 5 workdays to elect to have the matter reviewed by a higher appropriate authority identified by the Administration. That official will have 25 workdays to either resolve the matter or render a final decision. If the employee does not elect to use EEO Counseling, any grievance must be initiated within 45 calendar days of the event which gave rise to the allegation, or after the date the employee became aware of the event, in accordance with the above procedure.

Section 9. Procedures for Employee Grievances

Step 1

A grievance must be submitted in writing, preferably, on the standard grievance form provided by the Administration, and presented to the Step 1 management official (designated in the Grievance Steps Chart below) within 15 working days of the action or date the employee became aware of the act or occurrence.

The written grievance should normally describe the matter(s) being grieved, include the article(s) of the agreement that is involved, explain how the article(s) is allegedly violated and state the requested relief.

If multiple employees with the same Step 1 or Step 2 grievance official (per the grievance chart in Section 9 of this article) file a single grievance over the same matter, one grievant for every four (4) grievants will be selected to serve as the “de facto” grievant(s) through the completion of the remaining step(s) of the grievance process. If there are less than 4 grievants to the original grievance, there will be one “de facto” grievant. Unless authorized by management, only the “de facto” grievant(s) will be permitted to attend and participate in oral presentation(s) and discussions with management regarding the grievance.

If the grievance is pursued to arbitration, individual relief may be appropriate.

Within ten (10) working days after receipt of the grievance, the Step 1 official must hold a meeting or, if one is not requested, issue a decision in writing. If the meeting is held after the fifth workday, the Step 1 official must issue a decision within five (5) working days after the meeting. The decision will either grant, partially grant, or deny the relief sought. The grievance may be appealed to the Step 2 official within five (5) working days after receipt of the Step 1 decision. The Step 1 official will forward the grievance material to the Step 2 official as indicated by the grievant's election to proceed to the next step.

Step 2

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

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

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

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

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

Step 3

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

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

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

D. If the decision is not acceptable, the Union may refer it to arbitration in accordance with Article 25 (Arbitration).

E. Step 2 and 3 meetings with Field Offices (OQP, ODAR, FO) and OGC Regional Office where oral presentations in Step 2 or Step 3 of the grievance procedure are to be made to management officials outside of the installation, face to face meetings are preferred whenever feasible.If such meetings cannot be arranged within the timeframes for oral presentations, the parties may meet at a later date as scheduling will permit or may conduct the oral presentation by telephone, but will not delay the grievance process longer than 30 calendar days.

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| GRIEVANCE STEPS CHART | | | |
| COMPONENT | Step One Official | Step Two Official | Step Three Official |
| ODAR (HQ) | Immediate Supvr. | Next Level Supvr. | Next Level Supvr. |
| ODAR (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 |
| OQP | Immediate Supvr. | Next Level Supvr. | Next Level Supvr. |
| 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 |
| 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. | | | |

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

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

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

Section 10. Union Management Grievance

Either party may submit grievances through their respective representatives at the national, component, or local levels. Grievances at the national level will be submitted to the Commissioner or designee or the General Committee spokesperson or designee as appropriate. Grievances at the component level will be submitted to the component head or designee or the AFGE component president or designee, as appropriate. Grievances at the local level will be submitted to the Regional Chief ALJ, Regional Commissioner, Regional Director, Regional Chief Counsel, Associate Commissioner or equivalent and the designated Union official, as appropriate. Management officials listed above may use designees to complete their responsibilities.

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

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

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

Section 11. Grievance Decision

All grievance decisions will be in writing and state the issue being grieved, a summary of the findings and the rationale for the decision. Copies of relevant documents cited in the decision will be provided if they are not otherwise readily available to the employee.

Section 12. Failure to Meet Requirements

1. In employee grievances, failure on the part of the Administration to meet any of the time requirements of this procedure will permit the grievance to advance to the next step.
2. If the moving party after receiving a decision fails to timely pursue the grievance, the grievance shall be terminated.
3. If a decision is not issued, the grievance will not terminate.

Section 13. Withdrawal

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

Section 14. Use of E-Mail in the Grievance Process

All grievances require an original signature at filing and proof of service (per Section 7.A. of this Article) regardless of the type of grievance or where the grievance enters the process. A grievance decision at any step in the process may be issued via email. Grievances filed under Section 8 or Section 9 of this Article may also be advanced via email through the remaining steps in the process. When advancing a grievance via email, the employee or the union representative (whichever is applicable) must request an oral presentation or the oral presentation will be considered waived for that grievance step.

If a grievance is advanced or a grievance decision is transmitted via e-mail, the email will be considered received on the first workday after the day of transmission of the email.