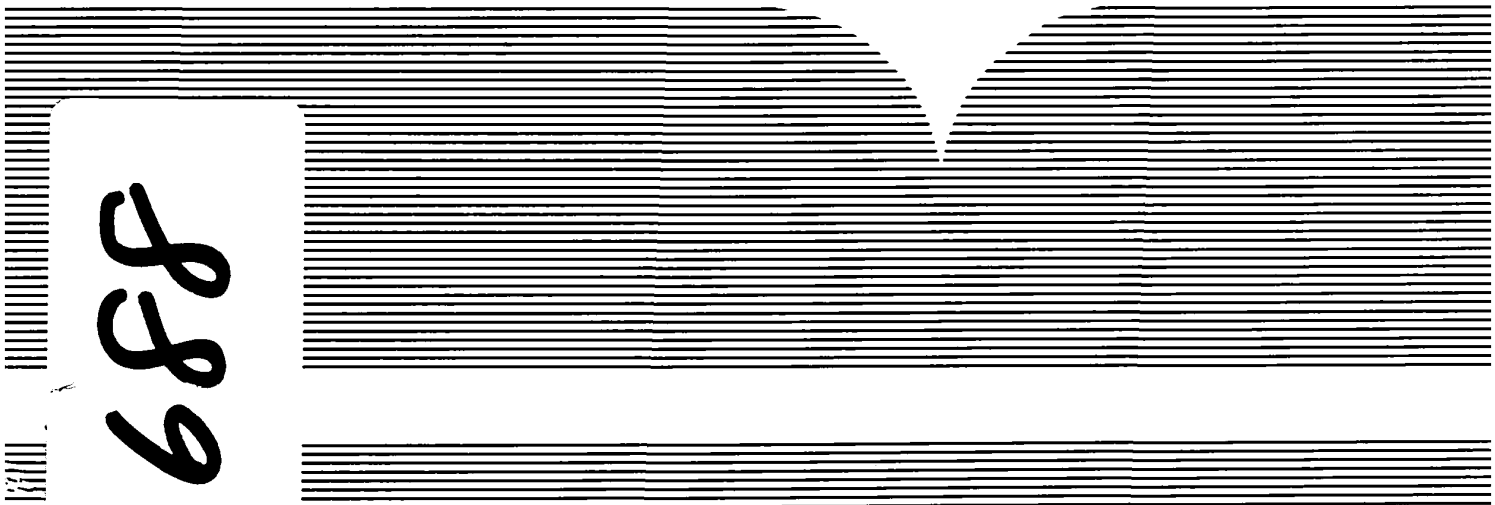


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A Survey of Negotiated Grievance
Procedures and Arbitration in Federal
Post Civil Service Reform Act Agreements

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Washington, DC

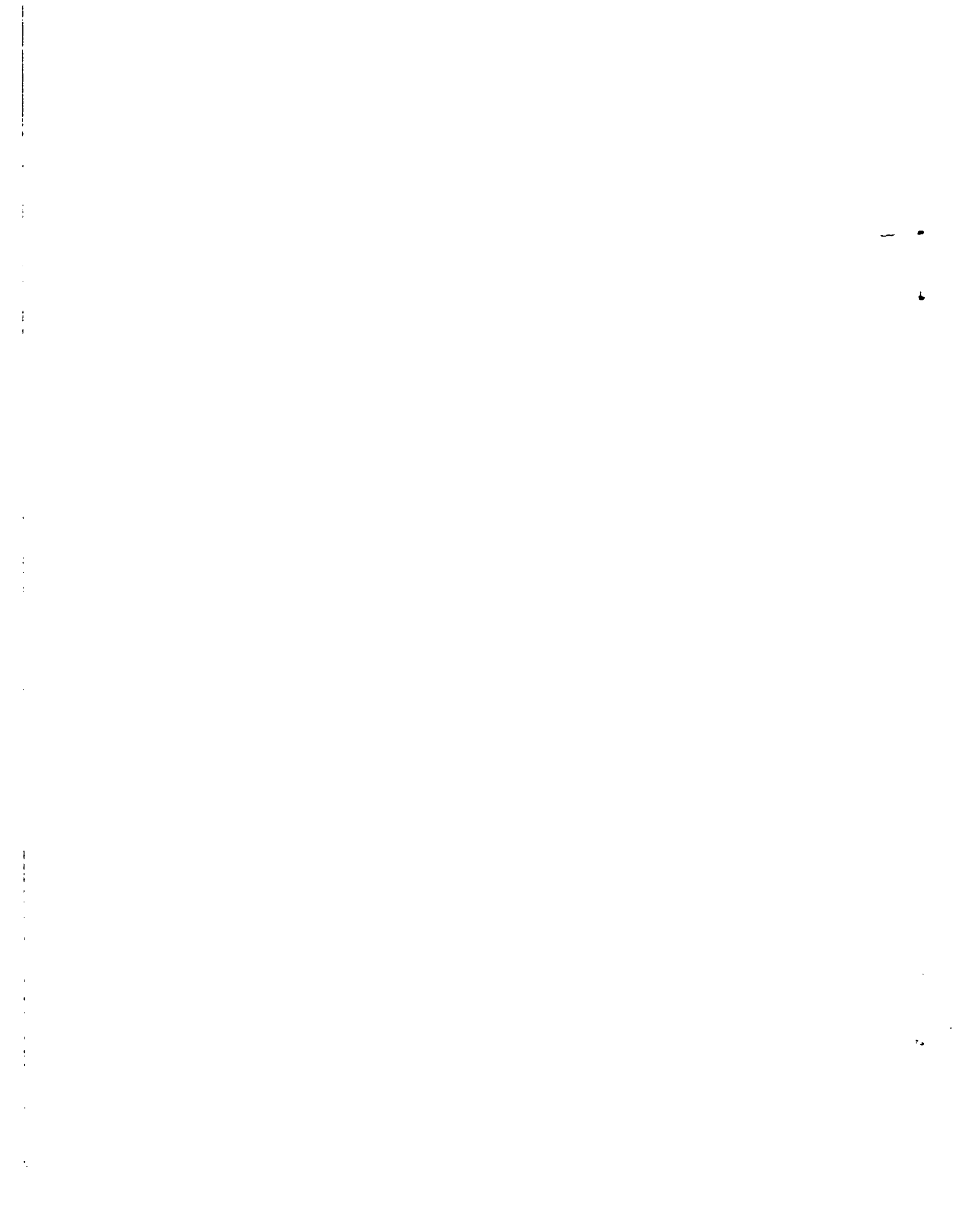
Sep 80



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U.S. DEPARTMENT OF COMMERCE
National Technical Information Service





A Survey of
**Negotiated
Grievance Procedures
and Arbitration**
in Federal Post Civil Service
Reform Act Agreements

September 1980



United States
Office of
Personnel
Management

Office of
Labor-Management
Relations

USOPM/OLMR 81/02

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INTRODUCTION

A historic milestone in Federal civil service was marked with the passage on October 13, 1978 of Public Law 95-454, the Civil Service Reform Act of 1978. The landmark CSRA legislation represented the most comprehensive restructuring of Federal personnel management laws since the original Act of 1883 which established the U.S. Civil Service.

One of the most significant and far-reaching provisions of the CSRA is title VII, Federal Service Labor-Management Relations. This title of the law established for the first time in the Federal civil service a statutorily based labor-management relations system. Prior to the January 11, 1979 effective date of title VII of CSRA, collective bargaining in the Federal sector had been governed for 17 years by Presidential Executive Order, the initial order setting up the government-wide systems having been issued in January 1962.

Now codified as 5 USC 71, title VII had as its purpose three primary objectives:

- to provide a statutory base for collective bargaining in the Federal service which contributes to effective conduct of the public business
- to increase the credibility and acceptance of the third-party mechanism, and
- to broaden and strengthen grievance/arbitration procedures for Federal employees

This summary is concerned with the third objective. It provides (a) an overview and statistical analysis of the use of the expanded grievance/arbitration procedures (5 USC 7121) permitted by the statute, and, (b) a comprehensive report (see survey) of actual contract language negotiated by the parties to resolve grievances. For purposes of this summary, the period covered is January 11, 1979 (the effective date of title VII) thru September 1980. Also included for comparison purposes is grievance/arbitration activity for calendar year 1978, the final year of labor-management relations under the Executive order program.

The Impact of the Expanded Grievance Procedures Under Title VII

Most matters which, prior to CSRA, had been covered exclusively by statutory appeals procedures may now be included under the negotiated

grievance procedures.¹ Grievances not satisfactorily settled through the negotiated procedure are subject to binding arbitration. As a consequence, more agency managers' decisions are now subject to review by impartial arbitrators. The decision to resolve matters under the negotiated grievance procedure precludes the use of statutory appeal procedures in all but three areas. In these areas -- adverse action (5 USC 7512), actions based on unacceptable performance (5 USC 4303), and EEO (discrimination) complaints (5 USC 7702), employees may elect to use the statutory procedures or the negotiated procedure, but not both. Employees who choose the negotiated procedure in discrimination complaints are not precluded from requesting the Merit Systems Protection Board (MSPB) or the Equal Employment Opportunity Commission (EEOC), as appropriate, to review a final decision in matters which could otherwise be appealed under a statutory procedure.

Section 7121 provides that the full scope of coverage authorized will in fact be the scope of the grievance procedure unless the parties agree to exclude certain matters through the collective bargaining process.

The following summarizes how unions and agency management approached bargaining on grievance/arbitration under Title VII during its first year and a half of operation:

Between January 11, 1979 and September 1, 1980, 452 collective bargaining agreements were executed and reported to OPM. Thirty-six percent (36%) of these agreements include all of the statutorily permissible areas of appeal under their grievance/arbitration procedures (163 contracts) while twenty-one percent (21%) expressly exclude all statutorily appealable issues (97 contracts); less than one percent (1%) were found to be even more restrictive in that they limit grievance procedures solely to the interpretation of the agreement (12 contracts).

¹ Pursuant to 5 USC 7121(c), a negotiated grievance procedure may not apply to any grievance concerning

- (1) any claimed violation relating to prohibited political activities (Hatch Act violations);
- (2) retirement, life insurance, or health insurance;
- (3) a suspension or removal under section 7532 (National Security) of title 5;
- (4) any examination, certification, or appointment; or
- (5) the classification of any position which does not result in the reduction in grade or pay of an employee

In the three areas singled out by Congress for which statutory procedures may be used, expansion of grievance/arbitration provisions has been more rapid. Table I summarizes the inclusion of these areas in collective bargaining agreements negotiated from the effective date of CSRA thru September 1, 1980.

TABLE I

<u>Coverage</u>		
Broad Scope	163*	(36%)
Covers Prohibited Personnel Practices (§ 2302 (b) (1))	254	(56%)
Covers Actions Based on Unacceptable Performance (§ 4303)	314	(70%)
Covers Removals, Suspensions For More than 14 Days, Reductions in Grade or Pay, or Furlough For 30 Days or Less (§ 7512)	287	(64%)
Covers § 2302 (b) (1), § 4303, and § 7512 Actions	233	(52%)
<u>Major Exclusions</u>		
Limited to Interpretation of Agreement	12	(Less than 1%)
Excludes All Statutory Appeals	97**	(21%)
Excludes Published Agency or Other Applicable Regulations	77	(17%)

* Includes 108 which state specifically that all matters are covered except those listed in § 7121 (c), Additional 55 which specifically exclude matters which are not grievable/arbitrable in any case.

** An additional 8 agreements exclude most statutory appeals but provide for coverage of certain selected ones, usually matters under section 2302 (b) (1), section 4303, and section 7512.

Table II provides a numerical summary of the number of arbitrations received by OPM thru 1 September 1980, as compared with calendar year 1979, the first full year under CSRA and calendar year 1978, the final year of operations under Executive Order 11491.

TABLE II

Year	No. of Arbitrations	Binding	Advisory
1978	471	468	3
1979	563	559	4
1980 ²	494	493	1

Overall, there appears to be a heightened degree of activity in the grievance/arbitration area which strongly suggests that the parties understand, accept, and are adapting to the new statute in a positive and constructive way by tailoring the broadened procedures for dispute resolution to their own particular needs.

² Thru 1 September 1980

PART ONE: DEFINITION AND SCOPE OF THE NEGOTIATED GRIEVANCE PROCEDURE

Definition

All agreements¹ either under scope of the procedure or in the introductory paragraph, clarify the meaning of "grievance". Many agreements have utilized the legal definition found in the Civil Service Reform Act (CSRA), P.L. 95-454, when introducing their grievance procedure. A "grievance" means any complaint-

- (A) by any employee concerning any matter relating to the employment of the employee;
- (B) by any labor organization concerning any matter relating to the employment of any employee; or
- (C) by any employee, labor organization, or agency concerning -
 - (i) the effect or interpretation, or a claim of breach of a collective bargaining agreement; or
 - (ii) any claimed violation, misinterpretation, or misapplication of any law, rule or regulation affecting conditions of employment.

Three examples of the way "grievance" is being defined in agreements is below.²

* * *

1. A grievance means any complaint -
 - (1) by any bargaining unit employee concerning any matter relating to the employment of the bargaining unit employee;
 - (2) by the Union concerning any matter relating to the employment of any bargaining unit employee; or
 - (3) by any bargaining unit employee, the union or the employer concerning -
 - (a) the effect or interpretation, or a claim of a breach, of this Agreement; or
 - (b) any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

(462975)

¹ The term "agreement" as construed herein refers to an exclusive recognition which is covered by a negotiated agreement. The LAIRS (Labor Agreement Information Retrieval System) file used is as of September, 1980 - 452 agreements (Post CSRA agreements only).

² Citation of these clauses is intended solely for familiarization. Therefore no inference should be drawn regarding Office of Personnel Management approval or disapproval of clause content nor of certification or noncertification of compliance with pertinent laws, regulations or procedures. No attempt has been made to edit the provisions or indicate faulty construction and grammatical errors. The six-digit number following each clause cited is the "OLMR Number" used for identification of the agreement in the LAIRS file. The appendix lists the parties to the agreement provisions. They are listed and numbered in the order in which they appear in the report.

2. A grievance is a complaint by either the Union or an employee concerning any matter relating to the employment of the employee; or concerning the effect or interpretation, or a claim of a breach of the terms of this Agreement; or any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.
(201900)

3. The purpose of this Article is to provide for a mutually acceptable method for the prompt and equitable settlement of employee, Union and Employer grievances over the interpretation or application of this Agreement and employee dissatisfactions over conditions of employment.
(030587)

* * *

Full Scope Agreements

The CSRA provides for full coverage by the negotiated procedure except where limited by the parties through negotiation. All matters, except the five specifically excluded by law, will be covered unless excluded by the agreement. The flexibility of negotiating scope of the grievance procedure allows the agency and union to tailor the coverage to their own needs.

A negotiated agreement that covers all matters except those excluded by law is considered "full scope" and is so identified in this survey. Thirty-five percent (36%) of the sampled agreements are full scope. The matters that are excluded from the negotiated grievance procedure by law are:

* * *

- (1) any claimed violation of subchapter III of chapter 73 of this title (relating to prohibited political activities).
- (2) retirement, life insurance, or health insurance;
- (3) a suspension or removal under section 7532 of this title;
- (4) any examination, certification, or appointment; or
- (5) the classification of any position which does not result in the reduction in grade or pay of an employee.

* * *

Often an agreement will state that matters excluded by law are not subject to the negotiated grievance procedure without specifically mentioning the exclusions. However, more often an agreement will enumerate the mandatory exclusions.

* * *

4. Except that it shall not include a grievance concerning: 1) any claimed violations relating to prohibited political activities; or 2) retirement, life insurance, or health insurance; or 3) a suspension or removal for national security reasons; or 4) any examination, certification or appointment; or 5) the classification of any position which does not result in the reduction in grade or pay of an employee.

(230050)

5. A written complaint relating to an interpretation or application of any matter except those matters specifically excluded by statute whether filed by an employee, or group of employees represented by NFFE 1928, or NFFE 1928.

(020826)

* * *

Also, for the purpose of this survey those agreements which specifically exclude certain management rights (i.e. removal of probationary/temporary employees, non-adoption of a suggestion and non-selection for promotion from a group of properly ranked and certified candidates) are considered to have full scope and coverage. Sample language and agreements which exclude management rights follows.

* * *

6. Complaints regarding the following matters are specifically excluded from this negotiated grievance procedure and must be pursued through appropriate alternate procedures:... any decision solely reserved to management under the Management Rights clause (Section 7106) of Title VII of the 1978 Civil Service Reform Act and Article VIII of this agreement...

(430010)

7. This grievance procedure will not cover:... Separation of a temporary or probationary employee...

(201005)

8. Excluded from the settlement procedure and the arbitration process of Article 7 are grievances concerning: ... non-adoption of a suggestion or disapproval of a quality salary increase, performance award, or other kind of honorary or discretionary award; ... (070985)

9. The following are excluded from consideration as grievance under this article: Non-selection from a group of properly ranked and certified candidates in filling of positions... (830010)

* * *

Limited Scope Agreements

Most of the agreements do not specifically include coverage of certain matters, rather the parties limit the scope through exclusion. Therefore, the language presented in this survey, which reflects current negotiating practice in the federal sector, similarly defines scope through exclusion.

1. Prohibited Personnel Practices

Fifty- six (56%) of the agreements allow coverage of prohibited personnel practices (EEO). Of the 44% that exclude such practices from the negotiated grievance procedure two examples of exclusionary language are below:

* * *

10. Summary of matters excluded from grievance procedure: ... an allegation or complaint of discrimination reviewable under part 713 ... (075030)

11. The negotiated grievance procedure will not cover any other matters including but not limited to the following ... Discrimination for age, race, color, religion, sex, national origin and physical or mental handicap ... (540620)

* * *

2. Adverse Actions

Almost two-thirds (64%) of the agreements negotiated under the CSRA include adverse actions in the grievance procedure. Adverse actions cover removals, suspensions for more than fourteen days, reductions in grade or pay, or furlough for 30 days or less. The remaining third exclude adverse action from their scope by requiring an employee to appeal such actions via the statutory route.

* * *

12. Adverse action appeals ... are excluded from this procedure ...

(201872)

13. Actions not appropriate for processing under this procedure are those for which statutory appeals systems exist or those subject to consideration under the provisions of regulations of higher authority. These actions include but are not limited to: ... An adverse action.

(065650)

* * *

Unacceptable Performance

Seventy percent (70%) of the agreements allow employee grievances concerning actions based on unacceptable performance. Therefore, only 30% of the sample specifically excluded such complaints. Sample language follows.

* * *

14. Typical matters excluded by the subparagraph are: Performance ratings appealable under part 4303 of CSC (OPM) regulations ...

(071011)

15. Complaints resulting from the following types of action shall not be grievable under this article: ... Performance Reviews unless the employee alleges that the responsible rating supervisor or management official acted arbitrarily, capriciously, or in bad faith.

(530150)

* * *

Statutory Procedures

Twenty-one percent (21%) of the agreements exclude all statutory appeals from the negotiated grievance procedure.

* * *

16. Complaints regarding the following matters are specifically excluded from this negotiated grievance procedure and must be pursued through appropriate alternate procedures: ... any other matter for which a statutory appeals procedure exists (examples: Prohibited Personnel Practices, 5 USC 2302 (b)(1); Adverse Actions, 5 USC 7512 and 7543 (d); Termination during Probationary Period; Removal for Performance, 5 USC 4303, and, Equal Employment Opportunity Complaints.

(430010)

17. This procedure shall not apply with respect to any grievance concerning the following matters: ... The following matters subject to statutory appeals procedures:

- (1) Removals, reductions in pay, reductions in grade, suspensions of more than 14 days and furloughs of 30 days or less;
- (2) Disputes involving the FLSA;
- (3) Disputes related to RIF's; and
- (4) Discrimination complaints

(201396)

18. Excluded from this grievance procedure are:
 (1) matters for which statutory appeal procedures exist so long as it does not conflict with statute including Title VII of the Civil Service Reform Act of 1978;

(064530)

* * *

Interpretation of Agreements

The scope in less than one percent (1%) of the grievance procedures is limited to the interpretation of the agreement only. Such agreements are considered to have narrow scope because by limiting themselves to agreement interpretation they have excluded all other matters.

* * *

19. This procedure covers only those matters involving interpretation or application of this Agreement and it shall be the only such procedure available to the Parties and the employees covered by this Agreement.

(201872)

20. The processing of employee grievances can extend only to the interpretation or application of this negotiated agreement. It may not cover any other matters, including matters for which statutory appeals procedures exist, and shall be the sole procedure available to the parties and the employees in the unit for resolving such grievances.

(450020)

* * *

Published Policy and Regulations

Seventeen percent (17%) of the agreements contain language excluding the processing of disputes involving the application and interpretation of published policies, laws and regulations. Examples of such exclusionary language follows.

* * *

21. Questions involving content of published policies and regulations of the Department, the Agency or subdivision thereof, provision of law, or regulations of appropriate authorities outside the Department shall not be subject to the negotiated grievance procedure or arbitration regardless of whether such issuances or laws are quoted, paraphrased referenced, or otherwise incorporated in the agreement.

(020250)

22. Matters excluded from coverage under the procedure described in Section 6: ... The content and interpretation of the policies and regulations of SEA and the Department of Agriculture regardless of whether such policies or regulations are quoted, cited, or otherwise incorporated or referenced in this agreement...
(020235)

* * *

Other Exclusions

Agreements often exclude other matters from the scope of the negotiated grievance procedure. The following sample language represents exclusions found in less than five percent of the sampled agreements. The exclusions are incorporated into this survey to show the range of matters that are being excluded during the negotiation process.

1. Fair Labor Standards Act

* * *

23. Grievances excluded from consideration under this article are alleged actions in the following: ... A violation of the Fair Labor Standards Act (FLSA) appealable under part 551 of OPM regulations ...
(075200)

* * *

2. Unfair Labor Practices

* * *

24. The purpose of this Article is to establish a procedure for resolving unfair labor practice (ULP) charges. Except for matters which are covered by an appeals systems, issues which can be raised under the negotiated grievance procedure will be processed as outlined in Article X (Grievance Procedure) rather than an unfair labor practice. The following outlines necessary steps in processing an unfair labor practice. Step 1. The Union President or whomever initiates that ULP charge, will include the specific nature of action which is considered the unfair labor practice, the corrective action desired and the name, address and telephone number of the Union or Employer representative. Step 2.

The accused party will be allowed 20 working days to investigate and review all information. Their decision will be provided in writing within 30 calendar days after receipt of the ULP charge. Should it become necessary to obtain higher level guidance, the time limit may be extended upon mutual agreement. The accusing party will notify the other party orally if such becomes necessary. Step 3. If the charge is not settled at this level, the accusing party will submit the formal unfair labor practice charge to the Federal Labor Relations Authority, General Council, under regulations prescribed by the Authority.
(070840)

* * *

3. Separation for Disqualification

* * *

25. Complaints resulting from the following type of action shall not be grievable under this article: ... Separation for disqualification ...
(530150)

* * *

4. Fitness-for-duty Examinations

* * *

26. Typical matters excluded by the subparagraph are ... Fitness-for-duty examination decisions reviewable under part 831 of CSC regulations ...
(071011)

* * *

5. Reduction-in-Force

* * *

27. Items excluded from the grievance procedure contained in this agreement are: reduction-in-force except procedural applications ...
(540170)

* * *

6. Tangible Relief

* * *

28. Excluded from this negotiated grievance procedure are the following: ... issues where the person filing the grievance cannot be granted personal relief ...

(030587)

* * *

7. Classification of Positions

* * *

29. Matters not covered by this grievance procedure are: classifications of positions ...

(460060)

* * *

8. Letters of Caution

* * *

30. It will not cover any other matters including but not limited to the following: ... letters of caution ...

(540600)

* * *

9. Preliminary Warning

* * *

31. This procedure does not cover the following: ... a preliminary warning or notice of an action, which, if effected, would be covered by the grievance procedure or by statutory appeal ...

(510260)

* * *

10. Disciplinary Actions

* * *

32. Items excluded from the grievance procedure contained in this agreement are: ... proposed disciplinary action ...

(540170)

* * *

11. Short Term Suspensions

* * *

33. The following are other matters agreed to by the parties to be excluded: ... suspensions of 14 days or less. Such suspensions are to be grieved under the agency grievance procedures ...

(020828)

* * *

12. Performance Evaluations

* * *

34. The following matters are not grievable under this Article: ... "Satisfactory" performance evaluations ...

(630040)

* * *

13. Promotion or Retention

* * *

35. Grievances concerning promotions or retention shall not be presented under this negotiated grievance by or on behalf of temporary employees, or reemployed annuitants. Grievances concerning retention shall not be presented under these negotiated grievance procedures by or on behalf of probational employees.

(060750)

* * *

Grievability/Arbitrability Disputes

Although 5 USC 7121 (a)(1) requires that agreements contain procedures for resolving questions of arbitrability only 42% of the agreements reviewed contain such procedures. However, grievability/arbitrability disputes normally are decided by the arbitrator as a threshold issue. The agreement provisions that specifically provide procedures provide for resolution by the arbitrator. The following provision is typical.

* * *

36. 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. The Employer agrees to raise any question of grievability or arbitrability of a grievance prior to the time limit for the written answer in step 2 of this procedure. All disputes of grievability or arbitrability shall be referred to arbitration as a threshold issue in the related grievance.

(075490)

* * *

PART II: EMPLOYEE OPTION IN PROHIBITED PERSONNEL PRACTICES, REMOVALS OR REDUCTION IN GRADE FOR UNACCEPTABLE PERFORMANCE, AND CERTAIN ADVERSE ACTIONS

General Scope and Exercise of Option

For certain matters a grievant has the option of using the statutory procedure or, if the matter is covered, the negotiated grievance procedure. These include prohibited personnel practices (discrimination) under 5 U.S.C. 2302(b)(1), removals or reduction in grade for unacceptable performance under 5 U.S.C. 4303, and removals, suspension for more than 14 days, reduction in grade, reduction in pay and furloughs of 30 days or less under 5 U.S.C. 7512. These matters are covered by the negotiated procedure unless specifically excluded by the parties and are covered in 52% of the agreements negotiated under CSRA. The parties may not, under the Act, negotiate this option for any other statutory appeals procedures.

* * *

37. An aggrieved employee may raise the following matters under statutory or negotiated procedures but not both:
- a. EEO complaint under Section 2302 (b)(1) of PH 95-454.
 - b. Unacceptable performance as stated in Section 4303 of PL 95-454.
 - c. Removal, suspension for more than fourteen (14) days, reduction in grade or pay and furlough of thirty (30) days or less as stated in Section 7512 of PL 95-454.

(030545)

38. Actions covered by optional procedures include:
- (1) Adverse Actions: (Removals, Suspensions for more than 14 days, Reduction in grade or pay and Furlough for 30 days or less)
 - (2) Unacceptable Performance: (Demotions and Removals)
 - (3) Allegations of discrimination: (Race, Color, Religion, Sex, Age, National Origin, Marital Status, Political Affiliation and Handicapping Conditions)

(075200)

* * *

Forty-seven percent (47%) of the agreements include a provision concerning an employee's right to use either the statutory appellate procedure or the negotiated grievance procedure, but not both.

* * *

39. A bargaining unit employee initiating a discrimination complaint, appeal in a removal action, appealing a reduction in grade based on unacceptable performance or other covered adverse action(s) may, at the employee's option, raise the matter under the applicable statutory procedure or this negotiated grievance procedure, but not both.
(051405)
40. An employee may choose either the statutory procedure or the grievance procedure for those matters specifically identified by the Civil Service Reform Act as covered by either procedure.
(020828)
41. An aggrieved employee affected by discrimination, a removal or reduction in grade based on unacceptable performance, or adverse action may at his/her option raise the matter under a statutory appellate procedure or the negotiated grievance procedure, but not both.
(075490)

* * *

Almost all of the agreements which have provisions on the appeal options include a statement concerning when the employee has officially made his choice.

* * *

42. For the purposes of this section and pursuant to Section 7121(e)(1) of the Act, an employee shall be deemed to have exercised his option under this section only when the employee files a timely notice of appeal under the appellate procedure or files a timely grievance in writing under the negotiated grievance procedure.
(051380)

43. For the purpose of this Article and pursuant to Section 7121(e)(1) of the Civil Service Reform Act, an employee shall be deemed to have exercised his/her option under this section only when the employee files a timely notice of appeal for matters covered under 5 USC 4303 and 7512 (Adverse Actions); initiate an action for matters under 5 USC 2302 (b)(1) (Prohibited Personnel Practice - discrimination); or files a timely grievance in writing under the negotiated grievance procedure.

(020440)

* * *

Specific Appeal Options

Sample provisions on five appeal options available to employees and the union are included in this survey. The percentage of agreements mentioning the various routes are shown along with sample language.

1. Merit Systems Protection Board (15%)

* * *

44. An employee may file an appeal to the Merit System Protection Board at any time after notice of adverse action but not later than twenty (20) calendar days after the effective date of the adverse action. Initiation of a grievance under the negotiated procedure precludes an appeal on the same issue.

(030545)

* * *

2. Mixed Cases (35%)

* * *

45. (a) An agency act which an employee claims as discriminatory and is of a nature that may be appealed to the Merit System Protection Board (E.G. removals and demotions) is called a "mixed case."

(b) The following steps will be followed when a "mixed case" discriminatory action is involved: Step 1. The employer will process the complaint under the agency Equal Employment Opportunity Complaint System (EEOC) within 120 days. Step 2. If the employee is not satisfied with the final agency decision, he/she may file an appeal with the MSPB or raise the matter under the negotiated grievance procedure. Step 3. The employee may then ask EEOC to review the MSPB decision.

(050830)

* * *

3. Equal Employment Opportunity Commission (EEOC) (12%)

* * *

46. The following steps will be followed for any other discriminatory complaint which are not appealable to the MSPB (e.g. promotions or working conditions). Step 1. The employer will process the complaint under the agency Equal Employment Opportunity Complaint System within 120 days. Step 2. If the employee is not satisfied with the agency decision he/she may appeal to EEOC or raise the matter under the negotiated grievance procedure.

(050830)

* * *

For discrimination complaints the employee can appeal to the courts. However, provisions for such appeal rights was only found in 1% of the agreements.

* * *

47. Regardless of who makes the decision, an employee will have the right to a judicial review by either the Court of Claims or a United States Court of Appeals.

(050830)

* * *

PART THREE: ACCESS

Access to the Negotiated Grievance Procedure

Specific mention of access by the parties and/or employees is provided in approximately 80% of the agreements sampled. Often, only access by the employees, or by the employees and the union is provided. Representative language for access by all the parties is listed below:

* * *

48. The following grievance procedure applies to all employees of the unit and the Parties:...
(540064)
49. This negotiated grievance procedure is the exclusive procedure available to the Union, the Employer, and to the employees in the bargaining unit for the resolution of grievances.
(120560)
50. This shall be the exclusive procedure available to the parties and employees in the unit. A grievance initiated by the Union must bear one signature of an official(s) or representative(s) designated by the President or First Vice President of Local 12.
(170010)

* * *

For the remaining approximate 20% of the agreements which do not make specific provision for access to the negotiated grievance procedure, full access by the exclusive representative of bargaining unit employees is required by law.

Institutional Grievances

When a grievance arises between the Employer and the Union which falls within the scope of a negotiated grievance procedure, and which is not an individual employee's grievance, it is considered to be an institutional grievance. Although the CSRA defines "grievance" as any complaint by any Employee, the Union, or the Employer, only 71% of the agreements surveyed mention specific steps for the resolution of union-management grievances. Of those agreements which have a provision for institutional grievances, 88% process union and management grievances in the same manner; the grievance is initiated at the final level of authority.

- * * *
51. The Commander and/or his designated representative shall meet to discuss the matter with the Union President or his designated representative, within 10 workdays after the moving party notified the other party in writing of the grievance. When either party determines that further discussion cannot adjust the grievance, that party will so advise the other party in writing within 10 workdays after the discussion. Within 20 workdays of this advice, the written decision of the other party will be furnished the moving party, in which event the moving party may proceed with arbitration.

(060622)

* * *

The remaining 12% provide union and management with separate steps for resolving their grievances.

- * * *
52. a. Grievances by the Union will be initiated and submitted at the first level of supervision having authority to resolve the issue.

b. Grievances by the Employer will be formalized in writing and presented to the President of the appropriate local. If the employer is not satisfied with the decision of the Union, then the Employer may proceed to arbitration in accordance with Article XXIII.

(075490)

* * *

Group Grievances

A provision for combining grievances is included in half of the agreements. These provisions provide for the processing of identical grievances by selecting one to be representative of the others.

* * *

53. The Union and the Employer agree that when several employees have an identical grievance (where no individual variations are involved), the Union will select one case for processing under the grievance procedure. The employees will be advised that in processing one grievance for the group, the decision on the case selected will be binding on all other cases. Names of all employees involved in this procedure will be made a part of the record of the case selected for processing and when a decision is made on the grievance, each employee will be individually notified.

(540100)

* * *

Most 'group grievance' provisions include the following statement concerning employee rights when they are involved in a group or joint grievance.

* * *

54. An employee may withdraw from a group grievance in writing, at any time before a decision is rendered; however, he may not then initiate the same or a substantially similar grievance in his own name.

(051690)

* * *

PART FOUR: REPRESENTATION RIGHTS

Union Representation

Ninety-six percent (96%) of the agreements include a representation provision in the negotiated grievance procedure. Specifically, 96% of the agreements provide for union representation and 17% of those agreements mention the union steward's role. The representative functions as the grievant's agent and is responsible for insuring that the grievance is processed in accordance with the negotiated grievance procedure.

* * *

55. An employee is entitled to Union representation by a Union representative at any stage of the grievance procedure.
(052380)
56. The Union representative for employee grievances normally shall be: 1) the Union steward for the organizational segment in which the grieving employee works. If the representative is other than the steward; the designation shall be in writing to the supervisor by the Union; 2) In the event of a group grievance, the representative in (1) above will apply, but only one Union representative will be allowed for the entire group.
(050610)
57. The Union shall be the sole representative for any grievance processed under this procedure.
(075200)

* * *

Although the union is responsible for representing the interests of all employees in the unit it must do so without discrimination and without regard to labor organization membership. However, the union is not obligated to process an employee's grievance or represent that employee if the grievance is without merit.

* * *

58. Nothing in this Agreement shall be so interpreted as to require the Union to represent an employee in processing a grievance, or to continue to represent him/her, if the union considers the grievance to be invalid or without merit.

(075730)

* * *

Occasionally, an agreement will allow for additional Union representation; i.e., a national representative, or union trainee. The language below mentions the possibility of additional union representation.

* * *

59. Subject to proper clearance, a National Representative of the American Federation of Government Employees may participate in a Step 3 grievance discussion or at an arbitration hearing, provided his attendance does not result in any additional cost to the Employer.

(530478)

60. For training purposes, a second union representative may attend grievance meetings. It is the intent of both Parties to keep the number of participants to a minimum.

(010010)

* * *

Self Representation

The grievant may elect self-representation when processing his grievance through the negotiated grievance procedure. If an employee chooses not to have Union representation, the Union has the right to be present at grievance resolution meetings as an observer. An employee may not invoke arbitration if he decides to represent himself since arbitration can only be requested by union or management officials. Language in eighty-seven percent (87%) of the agreements specifically provide for a Union observer if the grievant wishes to have a representative other than a union official. Ninety-two percent (92%) of the sampled agreements reaffirm the right to self-representation in the negotiated grievance procedure.

* * *

61. Unit employees who desire to utilize the procedure contained herein must be represented by the Union or an individual approved by the Union unless they do not desire such representation, in which case the following conditions apply:

- a. The employee must represent himself.
- b. The adjustment of the grievance may not be inconsistent with the terms of this Agreement.
- c. The Union is given the opportunity to be present during the adjustment of the grievance, including all discussions held between the employee and the Employer in connection with the attempted resolution of the grievance and the Union is provided a copy of the written decision if one is made.
- d. The Employer's decision concerning the grievance is final and the grievance is not subject to arbitration.

(072300)

62. In the event any employee within the bargaining unit initiates a grievance through the Union Grievance procedure, under the terms of the agreement, the Union Steward, if not the chosen representative of the employee, shall be promptly notified of the grievance and shall be given the opportunity to be present in an observer status at any and all discussions, meetings, and/or hearings held on the case between management and the grievant and his chosen representative, if any. At any appropriate time, the Union representative shall be permitted to explain the Union's position. These comments shall become a matter of record in the case.

(050310)

* * *

Other Forms of Representation.

Thirty-seven percent (37%) of the agreements provide for forms other than self-representation or representation by the exclusive representative. In 84% of the agreements which allow for "other" representation the choice is subject to approval by the union.

* * *

63. If the employee chooses to be represented through the negotiated grievance procedure, then he/she must be represented by the Union or someone approved by the Union. The employee may represent himself through the negotiated procedure, however, the union may have an observer present when a decision is rendered.
(050140)
64. An employee or group of employees may personally present a grievance and have it adjusted without representation by the Union provided that the Local shall be a party to all discussion and the grievance process. In exercising their rights to present a grievance, employee representatives shall be unimpeded and free from restraint, coercion, discrimination, or reprisal.
(530465)
65. An employee or group of employees in the unit may be represented by the Union, or by a person approved by the Union, in filing a grievance under the negotiated procedure; however, an employee or group of employees in the unit may present such a grievance without representation or intervention of the Union as long as any adjustment of the grievance is consistent with the terms of the agreement, and the Union is given the opportunity to be present, on official time, at the time of adjustment.
(530150)

* * *

PART FIVE: GRIEVANCE PROCESSING

This section of the survey is divided into two subsections: Procedures and Features. Under the Procedures Section three items will be discussed: the initial time to file a grievance, the oral (informal) and written (formal) steps in the negotiated grievance procedure. Also included will be an example of a negotiated grievance procedure for grievances that do not begin at the informal stage.

The Features section will encompass those provisions which are related to, but distinguishable from, the processing of a grievance, (i.e., reprisals and/or unfavorable reflections, solicitation, access to information, grievance file, written requirements for formal grievances, grievance committees, time limit failures, termination/withdrawal, stay of personnel action and mention of arbitration as the last step.

Procedures

Initial Time to File. Almost all agreements specify an initial time limit within which the grieving party must initiate a grievance. The most frequently mentioned time in the survey is 15 days (68%). The remainder of the agreements allow for as little as 5 days from date of occurrence or knowledge of the event up to 30 days. The following provisions are samples of initial time limitations, but each are unique.

* * *

66. On or before fifteen (15) workdays from the date of a grievable occurrence or date when the employee becomes aware of the occurrence, the concerned employee shall advise his/her immediate supervisor of the matter on an oral, informal basis.
(140010)
67. It is agreed that a grievance will be initiated within ten (10) days of the incident, except when it is reasonably established that the employee was unaware of the circumstances which are the basis of his grievance or was prevented from presenting a timely grievance by circumstances beyond his control. In such cases the grievance must be filed within 30 calendar days of the date of occurrence of the matter out of which the grievance arose, or it will not be considered.
(070225)

68. Grievances resulting from continuous conditions may be presented at any time. Those resulting from a one-time act or specific incident must be filed within 15 working days after the act or specific incident giving rise to the grievance.

(060622)

* * *

Oral (informal) Process. Over 90% of the agreements provide for grievance resolution on an informal level. Usually, the grievance will be submitted to the first line supervisor or lowest level supervisor with authority to resolve the grievance. That supervisor will then make a decision concerning the dispute. The supervisor's response is usually oral, but in 5% of the agreements the response must be in writing and in 5% the answer can be either oral or written. Sample language is cited below.

* * *

69. This shall be the procedure through which a just, speedy, and inexpensive determination of such grievance is secured. Therefore, the parties agree that grievances processed through this procedure shall be resolved as early as feasible and at the lowest organizational level practicable.

(170010)

70. An aggrieved employee and/or his/her Union representative shall seek informal resolution of his/her grievance from his/her immediate supervisor within 15 calendar days of the date of the event giving rise to the grievance or within 15 calendar days of the time the employee may have been reasonably expected to have learned of the event. The supervisor shall arrange for a meeting at a mutually agreeable time to discuss the grievance. The supervisor will answer the grievance either orally or in writing within 15 calendar days following the meeting.

(201373)

71. The employee, and his representative (if he desires one) will orally present the grievance to the immediate or firstline supervisor within fifteen (15) calendar days after the occurrence of the incident out of which the grievance arose. If the matter cannot be resolved, or if it is outside the scope of the supervisor's authority, the discussion will

serve as a basis for clarifying the problem and determining the appropriate person to consider the grievance at the next step.

If the grievance is outside the scope of the supervisor's authority, another attempt at informal resolution at the next supervisory level must be made before the grievance can be presented under the formal procedure. The supervisor will render his decision within ten (10) calendar days. The Parties anticipate that most employee grievances will be settled at this informal level.

(075170)

* * *

Written (formal) Process. All of the agreements require that the grievance be submitted to a second level supervisor in writing. This written requirement was the only item surveyed that applied to 100% of the agreements. Usually, if the grievance is not informally resolved, it is reviewed by the next level of authority through the formal procedure. Then, if the second level supervisor fails to resolve the grievance satisfactorily, it is forwarded for a second formal management review. Therefore, most (68%) of the agreements have two formal steps: second line supervisor and third line supervisor. Twenty-six percent (26%) of the agreements allow for a fourth level of review, and 4% include a fifth level of management review before the negotiated grievance procedure is exhausted. The written decision by the final level of management authority is required within specified time limits. Most (81%) of the agreements require the final management response within three weeks.

* * *

72. Step 2. If the matter has not been satisfactorily resolved under Step 1 (informal step), then the employee shall reduce the grievance to writing and submit it to the second level of supervision within seven (7) calendar days from the date of receipt of decision in Step 1. Within thirty (30) calendar days following receipt of the written grievance, the grievance shall be investigated and next higher level of supervision shall give a written decision. A copy of this written decision will be given to the Union President.

Step 3. Appeals of decisions rendered in Step 2 shall be submitted in writing to the appropriate next higher level of management within fourteen (14) calendar days from the date of the decision for further consideration. The aggrieved will be provided with a written answer within fourteen (14) calendar days from the date of filing an appeal.
(030123)

73. Step One. The written grievance shall be filed with the Unit Commander, Director, or comparable level management official (reviewing authority) under which the employee serves. Within 15 calendar days from receipt of the grievance, a written decision will be provided to the employee. During the said 15-day period, the Reviewing Authority will consider all evidence, statements of the employee, and the Union representative, if the employee is represented by the Union, and conduct such investigation and interviews as in his opinion are necessary to resolve the complaint. If the employee desires further review, he/she within 15 calendar days after receipt of the Reviewing Authority's decision, request review by the Final Administrative Authority (Wing Commander).
Step Two. A request for review by the Final Administrative Authority shall be directed to the Civilian Personnel Officer who will forward it immediately to the Final Administrative Authority. The Final Administrative Authority shall render his written decision to the employee within 15 calendar days of receipt by the Civilian Personnel Officer, of the request for review.

(050610)

* * *

As mentioned previously, some full scope agreements allow an employee the option of processing grievances using the statutory appeals route or the negotiated grievance procedure. Occasionally, an agreement will specify that such grievances are to be processed differently from other grievances.

* * *

74. Step 1. Any complaint which involves an adverse action, a removal or reduction in grade based on unacceptable performance or matter involving discrimination shall first be taken up orally by the concerned employee and the union representative with the appropriate employer representative within 5 workdays of the final notice of action. The Employer will have five workdays in which to answer the complaint in writing.

Step 2. If the matter is not satisfactorily settled at this Step 1, the Union can invoke binding arbitration within 20 days of receipt of the Employer's decision at Step 1, and will notify the Commanding Officer in writing of the Union's decision.

(201707)

* * *

Features

The provisions explained in this section are individual features generally found in grievance resolution procedures. See Table 1 for the items covered and the percentage of sampled agreements which contain the related clause.

Reprisals and/or Unfavorable Reflections

Almost half (47%) of the agreements include a statement that guarantees the employee the right to file grievances without fear of retaliatory action by his employer.

* * *

75. Since dissatisfactions and disagreements may occasionally arise among people in any work situation, the filing of grievances shall not be construed as reflecting unfavorably on a grievant's good standing, performance, loyalty or desirability, nor will any reprisal be taken for initiating such grievance. Similarly, the filing of grievances shall not be construed as reflecting unfavorably upon the Employer's quality of supervision.

(030545)

* * *

TABLE 1 - SELECTED FEATURES

<u>Provision</u>	<u>% of Agreements</u>
Reprisals and/or Unfavorable Reflections	47%
Solicitation	2%
Access to Information	23%
Grievance File	10%
Written Requirements for Formal Grievance	69%
Grievance Committees	2%
Time Limit Failures	
Union/employees	64%
Management	69%
Stay of Personnel Action	1%
Final Step (Arbitration mentioned in Grievance Article)	89%

Solicitation

Only 2% of the negotiable agreements procedures surveyed contain a statement on solicitation of grievances.

* * *

76. Neither employees nor representatives of the Union will solicit complaints or grievances of other employees.

(050230)

* * *

Access to Information

The majority of the agreements which contain access to information provisions (23%)⁴ mention only managements obligation to provide the necessary information requested by the Union. However, a few of the provisions sampled did contain language which also provided that the Union is similarly obligated to management to supply information upon request.

* * *

77. The Employer shall provide copies of the pertinent and relevant records and evidence consistent with the Privacy and Freedom of Information Act when requested by the employee or his representative when they are entitled to the information to complete the processing of the case. At each step, either party may offer documentary evidence.

(050140)

78. The Union, upon request by management, will permit management to review all pertinent records in possession of the Union concerning the grievance.

(030587)

* * *

One agreement specified that the type of information released during the grievance procedure cannot be considered confidential in nature.

⁴ Twenty-three percent (23%) of the agreements have access to information clauses.

* * *

79. The Employer and the Union will not disclose confidential or privileged information which the Employee may give his or her representative or the Employer at any stage in this grievance procedure without prior permission of the Employee.

(230077)

* * *

Grievance File

One out of every ten agreements sampled provides for the maintenance of a grievance file. The following is representative of the provisions found in the survey:

* * *

80. When an employee or Union grievance is accepted under this Article, the CCPO will establish a file containing all documents pertinent to the case. This file becomes the official grievance file. It should contain original documents whenever possible, or true copies. All materials to be used in the grievance must be contained in the file and made available to both parties. The file contains a memorandum explaining any informal resolution attempted, signed by the official who considered the matter. This file also contains copies of all transmittals and replies thereto of the proceeding. The party initiating such a proceeding is responsible for providing copies of such correspondence to the other party and for assuring that it is made part of the file.

(050290)

81. A grievance file will be maintained by the EMPLOYER for each case that goes beyond Step 1. The file will contain: (a) the written complaint; (b) the summary or transcript of discussion or proceedings at each step; (c) findings, or findings and recommendations at each step; (d) documentary evidence considered in resolving the grievance; and (e) the written decision rendered at each step.

(050430)

* * *

Written Requirements. In the sample, 69% required specific information to be included when submitting a written grievance. In many instances a grievance form (usually an appendix to the agreement) is utilized to fulfill the written requirement when filing a formal complaint.

*

*

*

82. The written presentation will contain:
- (1) The identity, title and duty station of the aggrieved;
 - (2) A specific and clear statement of the grievance;
 - (3) A statement of the items, regulations or agreement violated, citing specific paragraphs or articles, sections and subsections;
 - (4) The corrective actions desired;
 - (5) Designation of representative or statement of self representation.

(030545)

83. At each step of the grievance procedure including any initial discussion, the grievant must supply the following information:
1. Name, grade, title, and work location.
 2. A detailed statement outlining the facts involved and Agreement article violated.
 3. A summary of the steps taken previously and supporting documentation used in earlier steps.
 4. The corrective action desired.
 5. Employee's signatures (or union representative's signature).

(020440)

84. The employee and the Steward must submit the grievance in writing using the form contained in Appendix 2 of this Agreement. (See Appendix 1 of this survey.)

(520095)

*

*

*

Grievance Committees. Less than 5% of the agreements provide for joint committees or panels for investigating grievances. Additionally, two agreements were found that incorporated a neutral factfinder into the grievance procedure. The purpose of these special panels or factfinders is to review the positions of labor and management in a dispute, focus attention on the major issues and reduce the issue into a set of facts. The board may merely report the facts or more frequently, the board will make a recommendation based on the facts. Provisions below give examples of procedures that use (1) a grievance board, (2) a grievance panel, (3) a fact-finding committee and (4) a single factfinder.

* * *

85. (Formal) If the employee is dissatisfied with the solution arrived at in Step 1, he may present his grievance, within five working days, for consideration by the Unit Commander. The grievance must be in writing, state the specific dissatisfactions, and explicitly state the remedy which he seeks. An ad hoc grievance board will be convened; the board will consist of two representatives appointed by the Union and two representatives appointed by the Employer. No persons will be appointed as representatives if they have been personally involved in the grievance, or in the actions which led to the grievance. The board will, within five days, hold a hearing during which the parties will present their respective cases. Within five days after the date of the hearing, the board will present a written analysis of the grievance, and the recommendation of the board for settlement, to the Unit Commander, or his designee. If the opinion of the board is not unanimous, individual members may submit a minority report for the Commander's consideration. The Unit Commander, or his designee, will render a written decision within five days of the date of receipt of the board's recommendation. If the employee does not wish a board to hear his grievance, he may request a decision from the Unit Commander based on the record developed in Step 1 and a conference between the involved parties and the Unit Commander, or his designee.

(050590)

86. The 92nd Combat Support Group Commander will appoint a panel to review the grievance and render a recommendation to him within 15 working days of receipt. The panel will consist of an employee of Fairchild Air Force Base selected by officers of the Union, who is a member of the unit, and Employer representative (either military or civilian) of Fairchild Air Force Base, and a disinterested third party, military or civilian, assigned to Fairchild Air Force Base who is acceptable to both the Union and Employer and who will act as Chairman of the panel. The 92nd Combat Support Group Commander will render a written decision within 10 working days after receipt of the panel's recommendation.

(052340)

87. If the General Counsel and the Association mutually agree that the services of a factfinder are necessary, the General Counsel will, within 5 working days after said agreement, designate a neutral factfinder who is not responsible directly or indirectly to the Division Head who issues or who was responsible for issuing the Step Three Decision. Within 2 working days after the factfinder has been selected, a meeting will be scheduled to consider the grievance. The following parties will be present at the meeting: (1) the grievant and his or her representative, (2) representatives of management, and (3) the factfinder. Within 10 working days after the meeting, the fact finder will submit a summary of facts and recommended disposition to all parties present at the meeting. The General Counsel will issue a written decision with 10 working days of receipt of the report. If a grievance which was the subject of factfinding is taken to arbitration, the factfinder's summary of facts and recommended disposition will not be submitted to or made available to the arbitrator except by mutual agreement of the General Counsel and the Association.

(330040)

88. (1). The processing of Step 2 appeal of the procedure shall provide for factfinding Committee to investigate the grievance. This Committee shall be comprised of two (2) members. Local 12 and the head of the agency shall each designate one (1) member of the Committee.
- (2). The agency head, within five (5) work days, shall notify the Union and management designees in writing that they have been named to serve on the Committee and they shall be released from their regularly assigned duties for this purpose.
- (3). The Step 2 appeal shall be considered filed when it is postmarked or personally delivered to the appropriate agency head in a timely manner.
- (4). The Factfinding Committee shall have ten (10) workdays to investigate the grievance and to submit findings and recommendations to the agency head, the grievant and the Union. Where the Committee is split, each member is to file his/her own findings and recommendations. Upon completion of the factfinding stage, the Union is obligated to identify to the Office of Labor-Management Relations the individual who is authorized to serve on the case for potential settlement purposes.

(170010)

* * *

Time Limit Failures. In order to avoid unnecessary delays in grievance processing, time limits are placed on the grievant and the respondent at every step of the resolution process. In the majority of agreements, failure to meet specified time limits will either advance the grievance to the next procedural step (management failure) or terminate it (union or employee failure). However, 2% of the agreements state that management's failure to work within the negotiated time limits would result in the Union winning the grievance.

* * *

89. Failure of a grievant and/or the Union to proceed within any of the time limits specified in this Article shall render the grievance settled on the basis of the last decision unless extension of time limits has been agreed upon in writing. Failure of the Employer to proceed within said time limits shall allow the grievant and/or the Union to proceed to the next step of the procedure.

(201005)

90. Failure of the Employer to observe the time limits shall be cause to advance the grievance to the next step. Failure of the aggrieved to observe the time limits shall be cause for nullifying the grievance. (030587)
91. Failure on the part of any party to meet any of the time requirements of this procedure will mean that the grievant, Union or Employer agreed to the position of the grievant, Union or Employer. (051340)
92. If the Employer fails to meet the time requirements of the second or third step, employee's grievance shall be sustained and the relief requested granted; provided, however, such action is not in conflict with law, contract or administrative ruled and regulations of the Office of Personnel Management. (070225)

* * *

Waiving Steps or Time Limits. Clauses mutually extending time limits are found in most of the sampled agreements. Also, several of the agreements provide for waiving time limits altogether. Such extensions or waivers of time limits are only possible upon mutual agreement of the parties.

* * *

93. The time limits provided may be extended by mutual agreement of the aggrieved employee and cognizant representative of the Employer when extenuating circumstances are found to exist. (074330)

* * *

Also, a few provisions were found that provided for the mutual waiving of procedural steps.

* * *

94. The parties may mutually agree to waive any item of this procedure and when appropriate, the aggrieved may file a grievance at that

step of the procedure where the management representative appealed to has the authority to resolve the grievance.

(210200)

95. The Employer and the Union may waive any step in the negotiated grievance procedure.

(800011)

* * *

Termination/Withdrawal. There are several ways to terminate grievances and not all are voluntary. An employee or the Union may fail to adhere to the time limits which automatically nullifies their grievance. An employee may die or resign and in most cases this is grounds for dismissal of the grievance unless the negotiated grievance procedure specifies otherwise. However, one agreement did specify that, even if the grieving employee dies, the grievance will be processed to completion. Voluntary withdrawal usually occurs when the grieving party realizes that the grievance is without merit.

* * *

96. If an employee resigns, dies, or otherwise leaves the Southern Region employment rolls by any action before a decision is reached on a grievance which is being processed, the grievance may be carried to completion to establish precedent.

(030545)

97. A grievance may be withdrawn by the filing party or its representative at any step in the procedure. Once withdrawn, the same grievance may not be submitted under this procedure at a later date by the same employee(s) or parties.

(051405)

98. If, at any step, the Union and Employer agree that no grounds existed for a grievance, or they agree to the means of adjusting the grievance, they shall state their agreement in writing, signed by both parties. This will constitute the final resolution of the grievance.

(030587)

* * *

Stays of Personnel Action. A few post CSRA agreements were found that allow for stays of personnel action. These clauses require management to postpone certain personnel actions until the grievance has been resolved.

* * *

99. A pending or proposed personnel action which has been made the subject of a grievance or arbitration will be stayed pending the final decision of the matter.

(075170)

100. a. Upon timely filing of a grievance within five (5) working days after receipt of a decision to suspend or remove a bargaining unit employee under 5 U.S.C. or 7512 or to suspend an employee under 5 U.S.C. 7502, the Department agrees to stay such action for three (3) months or until an arbitrator makes an award, whichever comes first. In such cases, the first step of the grievance procedure is waived and the grievance immediately goes to Step 2. This section does not apply to emergency suspensions where retention of the employee in an active duty status may be injurious to the employee, his/her fellow workers, or the general public, or may result in damage to Government property. In such cases, the Department may waive the advance written notice period; if the Department waives the advance notice period, the employee will be placed in a non-duty status with pay, for such time, up to ten (10) days, as necessary to effect the suspension.
- b. Upon timely filing of an appropriate grievance concerning a disputed performance appraisal, or a personnel action to reduce in grade or pay under 5 U.S.C. 4303 or 7512, the Department agrees to stay such action for six (6) months or until an arbitrator makes an award, whichever comes first.

c. Upon timely filing of a grievance, the Department agrees to stay disputed merit staffing actions for four (4) months or until an arbitrator makes an award, whichever comes first. However, each agency head, at his/her discretion, may lift up to five (5) such stays at any time in a contract year.

(170010)

101. Where disciplinary or adverse action is contemplated on the basis of an employee's alleged act or acts which result in criminal charges, Management agrees to follow its current practice in determining whether to hold off with the contemplated action until the resolution of the criminal charges.

(170010)

* * *

Mention Final Step (Arbitration). Eighty-nine percent (89%) of the sample mention arbitration in the "Grievance" Article as the last and final step for resolving grievances. Arbitration is usually separate from the negotiated grievance procedure, therefore, most of the agreements merely state that unresolved grievances may proceed to arbitration. However, one agreement was found that gave the grieving party the option of invoking arbitration or relying on a grievance committee's recommendation.

* * *

102. Should the complainant remain dissatisfied and the grievant is represented by the Union, arbitration may be invoked under the provisions of Article 12 (Arbitration provision).
(030123)
103. If the matter is not resolved to the satisfaction of the aggrieved party, the Union may invoke arbitration.
(050610)
104. If no settlement is reached at Step 3, the Union, within fifteen (15) working days, may request arbitration or may appeal the decision to the Naval Plant Representative, Great Neck, the action taken is irrevocable. If the grievance is referred to the Naval Plant Representative, the grievance will be heard by a grievance committee composed of two (2) representatives of the Employer and two (2) representatives of the Union. The grievance committee

will convene within five (5) working days after receipt of such grievance for consideration and conduct such hearings it deems necessary to recommend disposition of the grievance to the Naval Plant Representative, within five (5) working days after such hearing. If a majority of the committee cannot agree on a recommendation, separate reports are to be submitted to the Naval Plant Representative. The Naval Plant Representative will render a decision in writing within fifteen (15) working days after receipt of the grievance committee reports. The Union will be furnished a copy of the decision, which is final and not appealable. If the grievance is referred to arbitration, there will be no committee recommendation or reports and the grievance shall be submitted directly to arbitration.

(073510)

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PART SIX: ARBITRATION PROCEDURES

Our entire sample of 323 agreements negotiated under CSRA provide for binding arbitration as the ultimate step in the grievance procedure as required by the Act.

Expedited Arbitration

Expedited arbitration or mini-arbitration has been adopted in 20 of the agreements sampled. This device is not a substitute for, but a supplement to existing arbitration procedures.

* * *

105. In lieu of the normal arbitration procedures in this Article, the Parties at the national level may, by mutual agreement, refer a particular grievance to expedited arbitration. The Parties shall meet and select an arbitrator from the national or regional panel or by alternately striking names. The hearing shall be conducted as soon as possible and shall be informal in nature. There shall be no briefs, no official transcript, no formal rules of evidence, and the arbitrator shall issue a decision as soon as possible but no later than five (5) days after the official closing of the hearing unless otherwise agreed between the Parties. Determination as to whether expedited arbitration shall be utilized shall be based on the facts and circumstances of each case considering such factors as time elements of prospective events, potential irreparable damage involved and related matters.
(200070)

106. A mini-arbitration may be used to expedite the resolution of the grievance. In this case, the arbitrator would make such inquiries as he or she deemed necessary, prepare a brief summary of the facts and render an on-the-spot decision with a written opinion justifying a decision within fifteen (15) days.
(150731)

107. Expedited Arbitration. Where the parties mutually agree to expedited arbitration and submission to an arbitration hearing would serve no purpose, a stipulation of facts to the arbitrator may be used. In this case, all facts, data, documentation, etc., will be jointly submitted to the arbitrator with a request for a decision based on the facts presented. Costs of expedited arbitration will be shared equally by the parties.

(080030)

108. Section 1 - The parties agree to the use of mini-arbitration for the purpose of expeditiousness. Mini-arbitration may be resorted to in any case on which the parties agree so to proceed. The five arbitrators on the parties' panel shall serve for both regular and mini-arbitration.

Section 2 - With respect to mini-arbitration, the objective stated in Article 15, Section 3.b., is understood to translate to the holding of the hearing within twenty (20) calendar days of the date on which the arbitrator is contacted.

Section 3 - The regulations in Article 15 respecting witnesses and the framing of issues apply to mini-arbitration. No transcripts shall be made and no briefs shall be filed in mini-arbitrations but the arbitrator shall be as concerned to give each party the chance to present its evidence and arguments as he or she would be in regular arbitrations.

Section 4 - The use of a decision in a mini-arbitration case is understood to be confined to the disposition of the case to which the decision is addressed.

Section 5 - The arbitrator's authority in a mini-arbitration case shall be the same as that provided for in Article 15, Sections 6 and 7.

Section 6 - The arbitrator's decision shall be rendered within five (5) workdays of the date of the hearing. It shall be in writing, but it may be confined to a brief, focal-reasoning statement.

(170010)

Scope of Arbitration

Over half of the arbitration provisions define the scope of the procedure -- most often in the same light as the grievance procedure. Some agreements do not define the scope of arbitration but state that either party may initiate arbitration if the decision on a grievance processed under the negotiated grievance procedure is not satisfactory. Other agreements state that the arbitrator will confine the hearing to the specific issues in dispute. The implementation of these clauses is that whatever is grievable is also arbitrable. As precautionary measures, certain provisions also identify the specific parties who may invoke arbitration.

* * *

109. Arbitration is provided for in this grievance procedure as a means of obtaining the services of a third party, when necessary, to assist in the resolution of grievances. The arbitration procedure set forth herein shall not be extended to include matters related to changes or proposed changes in this Agreement, such changes being subject to negotiation under the terms of this Agreement; nor shall it be extended to disputes over any matter excluded from the grievance procedure by Section 7.3(b) of this article.
- (030060)
110. If the decision on a grievance processed under the negotiated grievance procedure is not satisfactory, management or the Union, either as grievant or as representative of the employee grievant(s), may refer the issue to arbitration. The notice referring an issue to arbitration must be in writing, signed by the Union President or Forest Supervisor and submitted within twenty (20) work days following receipt of the decision by the aggrieved party.
- (020678)
111. The aggrieved party shall have 10 working days after receipt of a reply from the Project Manager to submit the grievance to arbitration. The arbitrator is to be selected as provided in Section 6.2 above. Arbitration may be invoked only by the Regional Of-

office or the Council with the concurrence of the aggrieved employee. Failure on the part of the complainant to comply with time limits specified herein shall render the grievance closed. Time limits may be extended by mutual agreement prior to their expiration.

(151560)

* * *

Selection of Arbitrator

Procedures for initiating arbitration as well as for selecting the arbitrator are included in all those agreements sampled. Arbitration may be invoked within 5 to 30 days after the decision at the last step of the grievance procedure. Repeatedly, the provisions authorize the Federal Mediation and Conciliation Service to assist the parties in selecting an arbitrator. Occasionally the services of the American Arbitration Association are solicited .

Some agreements require the party initiating arbitration to file the necessary paperwork in requesting a panel of arbitrators. A number of agreements insert an alternate step in case one party refuses to participate in the selection.

* * *

112. If the Union is not satisfied with the decision of the Commanding Officer, it may within 30 workdays following the receipt of the decision or the day after the answer was due, advise the Commanding Officer in writing that it desires the matter to be submitted to an impartial arbitrator.

Within ten (10) workdays after the request for arbitration is received, the Commanding Officer will request the Federal Mediation and Conciliation Service to submit a list of five (5) arbitrators. The FMCS will be requested to provide the Union with a copy of the list of arbitrators. Within ten (10) workdays after the receipt of the list, the Parties shall meet to select an arbitrator from the list by mutual agreement or by alternately striking names. The Union will strike the first name.

(201900)

113. The party invoking arbitration shall within (10) working days of the receipt of the other party's final position direct a registered letter to the Director, Federal Mediation and Conciliation Service, requesting a panel of five (5) arbitrators. A copy of this letter shall be sent to the other party. The arbitrator shall be selected by striking names, the first striker to be determined by the toss of a coin.

(180020)

114. The Federal Mediation and Conciliation Service shall be empowered to make a direct designation of an arbitrator to hear the case in the event:

(1) Either party refuses to participate in the selection of an arbitrator or; (2) upon inaction or undue delay on the part of either party.

(461080)

* * *

A few agreements provide for a panel of arbitrators who have been approved by the parties thereby eliminating the need of requesting a listing of arbitrators from the Federal Mediation and Conciliation Service, American Arbitration Association or other source each time an arbitrator's services are required.

* * *

115. The Parties will create a panel of three mutually acceptable arbitrators in each FAA region. Either Party may unilaterally remove an arbitrator from the panel and another arbitrator shall be mutually selected to fill the vacancy. The Union at the national level may, within 35 calendar days following receipt of the Regional decision, advise the Director, Office of Labor Relations, that it desires the matter be submitted to arbitration. Within seven days after receipt of the request, an arbitrator shall be selected from the regional panel by the Parties or by alternately striking names until one remains.

(200070)

* * *

Hearings and Other Procedures

A joint letter of submission is generally prepared by the parties as soon as the arbitrator is chosen. This letter contains a stipulation of the issues to be resolved, the position of the parties and a clarifying statement on the arbitrator's authority. Most provisions also allow the parties to submit pre-hearing briefs.

* * *

116. Management and the Union shall attempt to agree in writing upon the precise issue(s) to be decided and shall submit a joint statement to that effect in advance of any arbitration proceedings. If the parties are unable to concur, each party shall specify the issue in writing with copies to each other and the arbitrator. The appealing party shall include with its statement of issues the redress it expects from arbitration. The arbitrator shall limit the award solely to the resolution of the issue(s) as specified by the parties and nothing further.
(030516)

* * *

Some agreements provide for a prehearing conference with or without the arbitrator to consider means of expediting the hearing.

* * *

117. By mutual agreement the parties may arrange for a prehearing conference with or without the arbitrator, to consider means of expediting the hearing. For example, by reducing the issue(s) to writing, stipulating facts, outlining intended offers of proof, authenticating proposed exhibits, or exchanging lists of proposed witnesses.
(260010)

* * *

Arbitration hearings are generally held at the employer's facility. However, some agreements allow for other arrangements.

* * *

118. Arbitration hearings will be held on the Employer's premises at the appellant's or grievant's post of duty when practicable, or any site mutually agreed to by the parties.

(210336)

* * *

Authority of the Arbitrator

The scope of the arbitrator's authority is described in 80% of the agreements. A distinct pattern in the provisions examined indicates major confinement of the arbitrator's jurisdiction to those issues stipulated by the parties and/or to the interpretation or application of the agreement. Most frequently, the arbitrator is forbidden to change or modify the terms of the agreement. In other agreements, arbitration does not include the interpretation or change of Headquarters or higher authority regulation or policy.

* * *

119. In advance of any arbitration proceedings, the parties shall agree upon and bilaterally define the specific issue in question and present it in writing to the chosen arbitrator. If unable to concur regarding the issue in question, each party shall specify the issue in writing with copies to each other and the arbitrator shall decide the issue and limit proceedings and his award solely to the resolution of that issue and nothing further. The findings of the arbitrator will be limited to the interpretation or application of the matter in question and in no way will add to, subtract from or make changes in this Agreement.

(030810)

120. The arbitrator shall have the authority to interpret this agreement as necessary to render a decision as set forth in this procedure. However, the arbitrator must apply the authoritative interpretations of this agreement, of published agency policy, provisions of law, or regulations of appropriate authorities outside the agency.

The arbitrator shall have no authority to add to or modify any terms of this agreement or published agency policy, rule or regulation.

In all cases where arbitration is invoked, the arbitrator conducting the hearing shall be bound by the provisions of this agreement, Title 5 USC Chapter 7, and applicable precedent decisions of the Federal Labor Relations Authority and the Office of Personnel Management.

(063690)

121. Arbitration does not extend to the interpretation or change of the Department of the Navy or higher authority regulations or policy. It is further agreed that an arbitrator shall not change, modify, alter, delete or add to the provisions of this agreement as such right is the prerogative of the contracting parties only.

(071010)

* * *

Arbitration Award

The nature of the arbitrator's award is emphasized in most agreements. There is an automatic grant of the right of appeal under the rules and regulations of the Federal Labor Relations Authority. In addition, ten percent (10%) of the agreements include provisions for stay of the arbitrator's award if exceptions have been filed until final adjudication by the Authority.

* * *

122. Either party may file exceptions to an arbitrator's award with the Federal Labor Relations Authority under regulations prescribed by the Authority. The filing of such an exception shall act to stay the enforcement of an award until final adjudication by the Authority. The effective date of such award is to remain unchanged by the filing of an exception.

(030915)

* * *

In 5% of the agreements provisions are included which indicate that the arbitrator has authority to award reasonable attorney fees with regard to decisions processed under the negotiated agreement.

* * *

123. Reasonable attorney fees related to the personnel action which, with respect to any decision relating to a grievance processed under this negotiated agreement in accordance with Chapter 71 of Title 5 of the U.S. Code, shall be awarded in accordance with standards established under Section 7701(g) of Title 5 of the U.S. Code.

(051340)

* * *

Arbitration Expenses

Management and the union agree to bear arbitration costs equally in 93% of the provisions. Normally this equal sharing extends only to the arbitrator's fees, per diem and travel. Other items such as transcripts, stenographic services, electronic recording, and travel of parties and witnesses are covered in diverse arrangements which vary from one agreement to another.

* * *

124. All costs, fees and any necessary per diem and travel expenses of the arbitrator shall be shared equally by the Employer and the Association. Allowance for travel and per diem will not exceed the maximum rate payable to Government employees in accordance with Volume 2, Joint Travel Regulations.

(081350)

* * *

Other arrangements for arbitration fees are as follows:

* * *

125. Each party will bear its own expenses and fees in connection with arbitration. The share of the arbitrator's fee, his expenses, and other costs associated with his services will be determined by the arbitrator in accordance

with his evaluation of the relative merits of the positions of the parties; e.g. 100% from one party or 90% from one party and 10% from the other party or other distribution.

(120060)

126. The arbitrator's fee and expenses shall be borne equally by the Parties, except that the losing party shall pay when the Employer invokes arbitration.

(810030)

127. Management will be responsible for the payment of arbitrator fees and travel expenses for the first ten (10) arbitrations (mini-arbitrations under Article 16 will be included) as they occur from one May 1st to the next under this Agreement. There shall be no carryover credit for the unused arbitration credit from one year to the next.

It is agreed that beyond the above-mentioned ten (10) cases per year, the fees and expenses of the arbitrators will be paid by both parties in equal proportions.

(170010)

* * *

One agreement limits the daily fee of the arbitrator.

* * *

128. The daily fee of a selected arbitrator may not be more than \$350.00, except by agreement of the Parties.

(810030)

* * *

Transcripts

Most agreements make some provision for transcripts of the arbitration proceedings. The majority of agreements state that the party requesting a transcript will pay the entire cost. Other agreements call for sharing the cost of the transcript if both parties agree to its production.

* * *

129. If either party requests a transcript, it will bear the entire costs of such transcript. If both Parties agree to the production of a transcript, the cost will be borne equally.

(490015)

* * *

Two agreements provides for a recording device in lieu of a regular transcript to record the proceedings.

* * *

130. All arbitration proceedings shall be tape recorded. The tape recording shall be done by an independent operator who will prepare duplicate originals. One will be retained by each of the parties. The parties shall share the cost of the recording equally.

(420020)

* * *

Travel Expenses

Travel expenses of the parties to the hearing are mentioned in 16% of the provisions. The most prevalent arrangement is for management and the union to take care of travel costs incurred by members of their respective parties. Some exceptions are as follows:

* * *

131. Official time, transportation costs, and per diem shall be provided by the Employer for Union representatives within the Region involved and all witnesses deemed necessary by mutual agreement of the Parties.

(020245)

132. Official time for witnesses shall be limited to the time needed to travel to and from the proceeding and testify. Travel expenses are authorized for one Union representative who is employed by the agency.
- (020285)
133. PBGC employees who are ordered by an arbitrator to appear as witnesses at a hearing shall be paid normal travel and per diem expenses if the witness is not stationed at the national office of the Employer.
- (810030)

* * *

Official Time Allowances in Grievance Processing and Arbitration

Sixty percent (60%) of the Grievance Articles grant either the grieving employee, the union representative and employee witnesses official time for the preparation and/or presentation of grievances. Of the forty percent (40%) that do not specifically mention official time in the Grievance Article the right to official time is usually mentioned in the Union Rights Article. Ninety percent (90%) provide that either the grievant, the union representative, and/or the witnesses shall be on duty status while participating in arbitration hearings.

* * *

134. A reasonable amount of official time without charge to leave will be afforded in accordance with the following:
- a. To the employee and the steward to discuss, informally, with the employee's first-line supervisor any grievance the employee may have. This meeting shall take place only after the employee has informed his/her supervisor that he/she is aggrieved, what he/she is aggrieved about, and that union representation is desired.
 - b. To the Union representative to discuss informally with the appropriate management official any complaint the Union may have concerning matters under the agreement.
 - c. To the employee and the Union representative for preparing and presenting a formal grievance or preparation for an arbitration hearing.

d. To a Union observer in those instances where this procedure provides for such an observer.

(050610)

135. At each and every step of the grievance procedure, the Union and the Employer may call a reasonable number of relevant employee witnesses who shall suffer no loss of pay for such service.

(201707)

136. The arbitration hearing will be held, if possible, on the Employer's premises during the regular day shift hours of the basic workweek. All participants in the hearing shall be in a duty status.

(290380)

* * *

To avoid misunderstanding, some provisions clarify that under no circumstances will overtime or compensatory time be allowed in connection with arbitration proceedings.

* * *

137. The arbitrator hearing will be held at a suitable location on the NAS MIRAMAR premises during regular day-shift hours. The Association representative and Unit employee witnesses, if called, will be excused from their normal duties without charge to leave, or leave-without-pay if otherwise in a pay status, while participating in the arbitration hearing. No overtime will be paid nor compensatory time provided for employees' participation in the hearing.

(070720)

* * *

Restrictions on the Use of Official Time

Other restrictions and requisites for authorizing official time are found in several provisions, of which one is reproduced.

138. Obtaining necessary parties who are not employees of the Employer shall be the responsibility of the party calling such witnesses and shall be at the expense of that party.
(200405)

* * *

Since arbitration hearings are generally scheduled during the day shift, employee participants who work on other shifts will be assigned to the day shift for this purpose.

* * *

139. Unit employees who are reasonably required by the arbitrator, UNION or EMPLOYER to be present during all or part of the proceedings and are not regularly assigned to the day shift, shall be temporarily assigned to the regular day shift in order that such employees can attend the proceeding to the extent necessary without loss of pay or charge to annual leave.
(072305)

140. Arbitration hearings shall be held on Fort Huachuca, or at other places as mutually agreed to by the parties during regular day shift hours of the basic work week. Grievants, their representatives, and witnesses who are employed at Fort Huachuca, shall be in a pay status without charge to leave while participating in arbitration proceedings. If shift changes for night shift Fort Huachuca employees are necessary for arbitration hearings, the Employer will make appropriate arrangements; provisions of applicable regulations for changes in tours of duty will not apply.
(060750)

* * *

Appendix 1

EMPLOYEE GRIEVANCE FORM

THRU: Civilian Personnel Officer (Bldg T-1500)
US Army Civilian Personnel Office, Hawaii
Fort Shafter, HI 96858

Date: _____

TO:

1. Grievant's Name: _____ 2. Job Title & Grade: _____

3. Work Section: _____

4. Date Submitted at Step 1: _____ 5. Date of Step 1 Decision: _____

6. Check One: I Desire Union Representation.
 I Do Not Desire Union Representation. (I understand that I must represent myself. I may not change this decision nor invoke arbitration.)

NATURE OF GRIEVANCE

On the date indicated above, a grievance occurred which I presented to my supervisor. His reply was not satisfactory to me and I therefore elect to pursue my grievance through Step 2 of the Negotiated Grievance Procedure. The specific violation(s) (s) (are): _____

FACTS SURROUNDING MY GRIEVANCE ARE: _____
(Include Who, What, When, Where, How)

(Attach Copies of Related Documents) (Use additional sheets as needed)

CORRECTIVE ACTION DESIRED: _____

Signature of Grievant

Signature of Steward

APPENDIX 2

Identification of Clauses

<u>Clause Number</u>	<u>OLMR Number</u>	<u>Employer and Union</u>
1.	462975	Veterans Administration - VA Center, Cheyenne, WY AFGE/1014
2.	201900	Department of Transportation - Aircraft Repair and Supply Center, Elizabeth City, NC IAM/2203
3.	030587	Department of Commerce - National Weather Service, Western Region Salt Lake City, UT NWSEO
4.	230050	Environmental Protection Agency - National Environmental Research Center, Triangle Park, NC AFGE/3347
5.	020826	Department of Agriculture - Ottawa National Forest, Ironwood, MI NFFE/1928
6.	430010	U.S. International Communications Agency - Washington, DC NFFE/1418
7.	201005	Department of Transportation - Atlantic City, NJ NFFE/1340
8.	070985	Department of the Navy - Naval Ship Weapon System Engineering Station, Port Hueneme, CA NAGE/12-40
9.	830010	Federal Election Commission - Washington, DC NTEU
10.	075030	Department of the Navy - Naval Air Station, Norfolk, VA IAM/39

<u>Clause Number</u>	<u>OLMR Number</u>	<u>Employer and Union</u>
11.	540620	Department of the Navy (Non-appropriated) - Navy Exchange, Fleet Combat Direction Systems, Atlantic Dam Neck, VA HREU/23
12.	201872	Department of Transportation - Coast Guard Base, Governor's Island, NY MEBA/1
13.	065650	Department of the Army - Headquarters, Training and Doctrine Command, Fort Monroe, VA NAGE/R4-12
14.	071011	Department of the Navy - Western Division Naval Facility Engineering Command, San Bruno, CA AFGE/2168
15.	530150	Army and Air Force Exchange Service - Comm. General, Fort Carson, CO AFGE/1345
16.	430010	U.S. International Communications Agency - Washington, DC NFFE/1418
17.	201396	Department of Transportation - Federal Aviation Academy, Oklahoma City, OK ACEO
18.	064530	Department of the Army - Engineering District, Philadelphia, PA AFGE/902
19.	201872	Department of Transportation - Coast Guard Base, Governor's Island, NY MEBA/1
20.	450020	U.S. International Trade Commission - Washington, DC AFGE/2211
21.	020250	Department of Agriculture - Tobacco Division, Washington, DC NFFE/1555

<u>Clause Number</u>	<u>OLMR Number</u>	<u>Employer and Union</u>
22.	020235	Department of Agriculture - Northern Marketing and Nutrition Research Division, Peoria, IL AFGE/3247
23.	075200	Department of the Navy - Naval Regional Medical Center, Naval Hospital, VA NFFE/69
24.	070840	Department of the Navy - Marine Corps Base, Camp Pendleton, CA IAFF/F-85
25.	530150	Army and Air Force Exchange Service - Comm. General, Fort Carson, CO AFGE/1345
26.	071011	Department of the Navy - Western Division Naval Facility Engineering Command, San Bruno, CA AFGE/2168
27.	540170	Department of the Navy (non-appropriated) - Navy Exchange, Naval Training Center, San Diego, CA AFGE/2285
28.	030587	Department of Commerce - National Weather Service, Western Region Salt Lake City, UT NWSEO
29.	460060	Veterans Administration - Central Office, Publications Service, Washington, DC NFFE/1691
30.	540600	Department of the Navy (non-appropriated) - Navy Exchange, Naval Air Station, Oceana, VA HREU/23
31.	510260	Department of the Air Force (non-appropriated) - Langley Air Force Base, VA NAGE/R4-26

<u>Clause Number</u>	<u>OLMR Number</u>	<u>Employer and Union</u>
11.	540620	Department of the Navy (Non-appropriated) - Navy Exchange, Fleet Combat Direction Systems, Atlantic Dam Neck, VA HREU/23
12.	201872	Department of Transportation - Coast Guard Base, Governor's Island, NY MEBA/1
13.	065650	Department of the Army - Headquarters, Training and Doctrine Command, Fort Monroe, VA NAGE/R4-12
14.	071011	Department of the Navy - Western Division Naval Facility Engineering Command, San Bruno, CA AFGE/2168
15.	530150	Army and Air Force Exchange Service - Comm. General, Fort Carson, CO AFGE/1345
16.	430010	U.S. International Communications Agency - Washington, DC NFFE/1418
17.	201396	Department of Transportation - Federal Aviation Academy, Oklahoma City, OK ACEO
18.	064530	Department of the Army - Engineering District, Philadelphia, PA AFGE/902
19.	201872	Department of Transportation - Coast Guard Base, Governor's Island, NY MEBA/1
20.	450020	U.S. International Trade Commission - Washington, DC AFGE/2211
21.	020250	Department of Agriculture - Tobacco Division, Washington, DC NFFE/1555

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22.	020235	Department of Agriculture - Northern Marketing and Nutrition Research Division, Peoria, IL AFGE/3247
23.	075200	Department of the Navy - Naval Regional Medical Center, Naval Hospital, VA NFFE/69
24.	070840	Department of the Navy - Marine Corps Base, Camp Pendleton, CA IAFF/F-85
25.	530150	Army and Air Force Exchange Service - Comm. General, Fort Carson, CO AFGE/1345
26.	071011	Department of the Navy - Western Division Naval Facility Engineering Command, San Bruno, CA AFGE/2168
27.	540170	Department of the Navy (non-appropriated) - Navy Exchange, Naval Training Center, San Diego, CA AFGE/2285
28.	030587	Department of Commerce - National Weather Service, Western Region Salt Lake City, UT NWSEO
29.	460060	Veterans Administration - Central Office, Publications Service, Washington, DC NFFE/1691
30.	540600	Department of the Navy (non-appropriated) - Navy Exchange, Naval Air Station, Oceana, VA HREU/23
31.	510260	Department of the Air Force (non-appropriated) - Langley Air Force Base, VA NAGE/R4-26

<u>Clause Number</u>	<u>OLMR Number</u>	<u>Employer and Union</u>
32.	540170	Department of the Navy (non-appropriated) - Navy Exchange, Naval Training Center, San Diego, CA AFGE/2285
33.	020828	Department of Agriculture - Cass Lake Forest Service, Chippewa, MN AFGE/3743
34.	630040	Library of Congress - Washington, DC CREA
35.	060750	Department of the Army - Headquarters, Communications Command, Fort Huachuca, AZ AFGE/1662
36.	075490	Department of the Navy - Navy Commissary Store Region, Seattle, WA AFGE/1513
37.	030545	Department of Commerce - National Weather Service, Southern Region Fort Worth, TX NWSEO
38.	075200	Department of the Navy - Naval Regional Medical Center, Naval Hospital, VA NFFE/69
39.	051405	Department of the Air Force - Offutt Air Force Base, NB IAFF/F-191
40.	020828	Department of Agriculture - Cass Lake Forest Service, Chippewa, MN AFGE/3743
41.	075490	Department of the Navy - Navy Commissary Store Region, Seattle, WA AFGE/1513

<u>Clause Number</u>	<u>OLMR Number</u>	<u>Employer and Union</u>
42.	051380	Department of the Air Force - Malmstrom Air Force Base, MT AFGE/2609
43.	020440	Department of Agriculture - Pink Bollworm Rearing Facility, Pheonix, AZ NFFE/376
44.	030545	Department of Commerce - National Weather Service, Southern Region, Fort Worth, TX NWSEO
45.	050830	Department of the Air Force - Dobbins Air Force Base, GA IAFF/F-152
46.	050830	Department of the Air Force - Dobbins Air Force Base, GA IAFF/F-152
47.	050830	Department of the Air Force - Dobbins Air Force Base, GA IAFF/F-152
48.	540064	Department of the Navy (non-appropriated) - Navy Exchange, Naval Air Station, Moffett Fields, CA IBT
49.	120560	Defense Logistics Agency - Defense Electronics Supply Center, Dayton, OH IAM/2284
50.	170010	Department of Labor - Washington, DC AFGE/12
51.	060622	Department of the Army - Missile Command, Redstone Arsenal, AL AFGE/1858
52.	075490	Department of the Navy - Navy Commissary Store Region, Seattle, WA AFGE/1513

<u>Clause Number</u>	<u>OLMR Number</u>	<u>Employer and Union</u>
53.	540100	Department of the Navy (non-appropriated) - Navy Exchange, Naval Construction, Battalion Center, Port Hueneme, CA NAGE/R12-29
54.	051690	Department of the Air Force - Pope Air Force Base, NC AFGE/2364
55.	052380	Department of the Air Force - F.E. Warren Air Force Base, WY AFGE/2354
56.	050610	Department of the Air Force - Peterson Air Force Base, CO AFGE/2153
57.	075200	Department of the Navy - Naval Regional Medical Center, Naval Hospital, VA NFFE/69
58.	075730	Department of the Navy - Naval Ship Repair Facility, Guam, Mariana Islands AFGE/1689
59.	530478	Army and Air Force Exchange Service - Charleston Air Force Base Exchange, SC AFGE/1869
60.	010010	Community Services Administration - Washington, DC AFGE
61.	072300	Department of the Navy - Navy Public Works Center, Pensacola, FL IAM/192
62.	050310	Department of the Air Force - March Air Force Base, CA IAM/726
63.	050140	Department of the Air Force - Elmendorf Air Force Base, AK AFGE/1668

<u>Clause Number</u>	<u>GLMR Number</u>	<u>Employer and Union</u>
64.	530465	Army and Air Force Exchange Service - Oklahoma and Ft. Sill Area Exchange, Ft. Sill, OK NFFE/273
65.	530150	Army and Air Force Exchange Service - Comm. General, Fort Carson, CO AFGE/1345
66.	140010	Department of Housing and Urban Development - Washington, DC AFGE/222
67.	070225	Department of the Navy - Naval Surface Weapons Center, White Oak Lab Silver Spring, MD AFGE/2014
68.	060622	Department of the Army - Missile Command, Redstone Arsenal, AL AFGE/1858
69.	170010	Department of Labor - Washington, DC AFGE/12
70.	201373	Department of Transportation - Aeronautical Center, Oklahoma City, OK AFGE/2282
71.	075170	Department of the Navy - Naval Hospital, Quantico, VA AFGE/1786
72.	030123	Department of Commerce - National Fisheries Service, Washington, DC AFGE/2703
73.	050610	Department of the Air Force - Peterson Air Force Base, CO AFGE/2153
74.	201707	Department of Transportation - Coast Guard Support Center, Kodiak, AK AFGE/3028
75.	030545	Department of Commerce - National Weather Service, Southern Region Fort Worth, TX NWSEO

<u>Clause Number</u>	<u>OLMR Number</u>	<u>Employer and Union</u>
76.	050230	Department of the Air Force - Little Rock Air Force Base, Little Rock, AR AFGE/2066
77.	050140	Department of the Air Force - Elmendorf Air Force Base, AK AFGE/1668
78.	030587	Department of Commerce - National Weather Service, Western Region Salt Lake City, UT NWSEO
79.	230077	Environmental Protection Agency - Region III, Philadelphia, PA AFGE/3631
80.	050290	Department of the Air Force - George Air Force Base, CA NFFE/977
81.	050430	Department of the Air Force - McClellan Air Force Base, CA NAGE/R12-58
82.	030545	Department of Commerce - National Weather Service, Southern Region Fort Worth, TX NWSEO
83.	020440	Department of Agriculture - Pink Bollworm Rearing Facility, Pheonix, AZ NFFE/376
84.	520095	Department of the Army (non-appropriated) - Support Command, HI SEIU/556
85.	050590	Department of the Air Force - Vandenberg Air Force Base, CA NFFE/1001
86.	052340	Department of the Air Force - Fairchild Air Force Base, WA NFFE/11

<u>Clause Number</u>	<u>OLMR Number</u>	<u>Employer and Union</u>
87.	330040	National Labor Relations Board - General Counsel, Washington, DC NLRBP
88.	170010	Department of Labor - Washington, DC AFGE/12
89.	201005	Department of Transportation - Atlantic City, NJ NFFE/1340
90.	030587	Department of Commerce - National Weather Service, Western Region Salt Lake City, UT NWSEO
91.	051340	Department of the Air Force - Richards-Gebaur Air Force Base, MI AFGE/2127
92.	070225	Department of the Navy - Naval Surface Weapons Center, White Oak Lab Silver Spring, MD AFGE/2014
93.	074330	Department of the Navy - Naval Construction Battalion Center Davisville, RI NAGE/RI-14
94.	210200	Department of the Treasury - Bureau of Engraving and Printing Washington, DC AFGE/29
95.	800011	Commodity Futures Trading Commission - Eastern Regional Office, New York, NY AFGE/3477
96.	030545	Department of Commerce - National Weather Service, Southern Region Fort Worth, TX NWSEO

<u>Clause Number</u>	<u>OLMR Number</u>	<u>Employer and Union</u>
97.	051405	Department of the Air Force - Offutt Air Force Base, NB IAFF/F-191
98.	030587	Department of Commerce - National Weather Service, Western Region Salt Lake City, UT NWSEO
99.	075170	Department of the Navy - Naval Hospital, Quantico, VA AFGE/1786
100.	170010	Department of Labor - Washington, DC AFGE/12
101.	170010	Department of Labor - Washington, DC AFGE/12
102.	030123	Department of Commerce - National Fisheries Service, Washington, DC AFGE/2703
103.	050610	Department of the Air Force - Peterson Air Force Base, CO AFGE/2153
104.	073510	Department of the Navy - Naval Plant Representative Office, Great Neck-Long Island, NY AFGE/3120
105.	200070	Department of Transportation - Air Route Traffic Control Center and Combined Stations and Tower, Washington, DC PATCO (MEBA)
106.	150731	Department of Interior - Anadarka Area Office, Anadarka, OK NFFE
107.	080030	National Guard Bureau - Adjutant General, AL NFFE/1445

<u>Clause Number</u>	<u>OLMR Number</u>	<u>Employer and Union</u>
108.	170010	Department of Labor - Washington, DC AFGE/12
109.	030060	Department of Commerce - Bureau of the Census, Washington, DC AFGE/2782
110.	020678	Department of Agriculture - Shasta Trinity National Forest, CA NFFE/1771
111.	151560	Department of Interior - Grand Coulee Dam Operations Office, Coulee Dam, WA CBTC
112.	201900	Department of Transportation - Aircraft Repair and Supply Center Elizabeth City, NC IAM/2203
113.	180020	Department of State - Publishing and Reproduction Division Washington, DC AFGE/1534
114.	461080	Veterans Administration - Hospital, Baltimore, MD AFGE/2084
115.	200070	Department of Transportation - Air Route Traffic Control Center and Combined Stations and Tower, Washington, DC PATCO (MEBA)
116.	030515	Department of Commerce - National Weather Service, Eastern Region Garden City, NY NWSEO
117.	260010	Federal Home Loan Bank Board - Washington Home Office, Washington, DC AFGE/3295
118.	210336	Department of Treasury - Internal Revenue Service, Washington, DC NTEU

<u>Clause Number</u>	<u>OLMR Number</u>	<u>Employer and Union</u>
119.	030810	Department of Commerce - Environmental Data Service, National Climatic Center, Asheville, NC NFFE/453
120.	063690	Department of the Army - ARRADCOM Arsenal, Dover, NJ IAFF/F-169
121.	071010	Department of the Navy - Western Division Naval Facilities Engineering Command, San Bruno, CA AFGE/2623
122.	030915	Department of Commerce - National Ocean Survey, Seattle, WA NMU
123.	051340	Department of the Air Force - Richards-Gebaur Air Force Base, MI AFGE/2127
124.	081350	National Guard Bureau - Adjutant General, WI ACT
125.	120060	Defense Logistics Agency - Defense Contract Administrations Service: Region, Los Angeles, CA AFGE/2136
126.	810030	Pension Benefit Guaranty Corporation - Washington, DC NTEU
127.	170010	Department of Labor - Washington, DC AFGE/12
128	810030	Pension Benefit Guaranty Corporation - Washington, DC NTEU
129.	490015	ACTION - Washington, DC AFSCME/2027

