

National Naval Medical Center

Bethesda, Maryland 20889-5699



Negotiated Agreement

between

National Naval Medical Center

and

**Local 361
American Federation
of Government Employees
Affiliated with AFL-CIO**

ARTICLE XIV - GRIEVANCE PROCEDURE

SECTION 1

This Article is intended to provide an orderly procedure for the processing of grievances by the Parties to this AGREEMENT or Unit employees covered by this AGREEMENT covering all matters except those matters specifically addressed in Section 2. The Employer and the Union recognize the importance of settling disagreements and disputes promptly, fairly, and in an orderly manner that will maintain the self-respect of the employee and be consistent with the principles of good respect of the employee and with the principles of good management. To accomplish this, every effort will be made to settle grievances expeditiously and at the lowest level of supervision.

SECTION 2 - GRIEVANCE PROCEDURE COVERAGE

a. Except wherein established by law or excluded by the terms of this AGREEMENT, this procedure shall be the exclusive procedure available to the Parties to this AGREEMENT and the employees in the Unit for resolving grievances subject to this procedure. Grievances excluded from consideration under this Article are alleged actions in the following:

1. Any claimed violation of Subchapter II of Chapter 73 of Title 5, USC (relating to prohibited political activities);
2. retirement, life insurance or health insurance;
3. a suspension or removal under Section 7532 of Title 5, USC;
4. any examination, certification, or appointment; or the classification of any position which does not result in the reduction in grade or pay of an employee.

SECTION 3 - RIGHTS

- a. The Union shall be the sole representative for any grievance processed under this procedure.
- b. Any Unit employee may present a grievance on his/her own behalf through this procedure. This does not preclude the employee from a Union representative at any time during the proceedings.
- c. The filing of a grievance will not be constructed as reflecting unfavorably on an employee's good standing, his performance, or his loyalty or desirability to the organization.

SECTION 4 - EMPLOYEE GRIEVANCE PROCEDURES TIME LIMITS

a. Any employee grievances not taken up with the Employer within 15 workdays after the occurrence of the incident which gave rise to the grievance shall not be presented or considered at a later date, except in cases where the employee could not reasonably be expected to have been aware of the facts giving rise to the grievance. In this instance, the Union shall notify the second-level supervisor in writing, of the event(s), which prevented the employee from being aware of the facts giving rise to the grievance. Within 7 workdays of receipt of the written notification, the second-level supervisor will provide a written notice of acceptance or rejection to the Union. A rejection will include the reasons therefore, and acceptance will initiate an additional 15 workday period to start on the date of receipt of the acceptance.

b. Failure of the employee to meet the time limit prescribed at each step will terminate the grievance. Failure of the Employer to answer a grievance within the time limit prescribed in each step of this procedure shall permit the grievance to be referred to the succeeding step of the procedure. Failure of the Employer to answer a request for extension of time within the time provided will automatically grant the time extension.

SECTION 5 - NEGOTIATED GRIEVANCE PROCEDURE

The Employer and the Union encourage the resolution of grievances at the lowest level of management. Many grievances can be resolved simply through open communication between the aggrieved employee and the person responsible for taking the action, which the employee is grieving. Should informal attempts at resolution fail, the employee should file a written, formal grievance in a timely manner as described below.

a. Step 1. The employee must inform their second-level supervisor within 15 workdays, in writing, after the occurrence of the incident which gave rise to the grievance. The written grievance shall contain the basis for the grievance and the personal relief sought. The second-line supervisor will respond to the grievance within 7 workdays.

b. Step 2. Director/Directorate. If the grievance is not resolved in the Step 1 decision, a grievance, in writing, may be submitted to the Directorate Head within 5 workdays after the Step 1 decision is rendered. Within 10 workdays after receipt of the written grievance, the Directorate Head will meet with the parties to the grievance and other appropriate persons to discuss the grievance. The Directorate Head shall summarize the discussion(s) and render a decision in writing as soon as possible, but not later than 10 workdays after the discussion(s) end.

c. Step 3. Commander/Commanding Officer. If the grievance is not settled in Step 2, the President of the Union or his/her designated representative may within 10 workdays, forward a written grievance to the Commander/Commanding Officer, or his/her designated representative for further consideration. The Commander/Commanding Officer may render a decision within 25 workdays after receipt of the grievance.

d. Step 4. If the grievance is not settled at Step 3, the Union or the Employer may refer the matter to Arbitration within 30 workdays.

SECTION 6 - GROUP GRIEVANCES

In the case of the group of employees in the Unit having a like or similar grievance, one grievant will be selected by the group to process his/her grievance. Applicable time limits and procedures of the AGREEMENT prevail and all decisions rendered on the grievance shall be binding on the other grievant.

SECTION 7 - MERIT PROMOTION GRIEVANCES

a. An employee may not grieve non-selection from a properly ranked certificate of eligibles. An employee may grieve that Merit promotion procedures were not properly followed.

b. In the case of an employee who wishes to submit a formal grievance with respect to a specific Merit Promotion announcement, the procedures described in this section will be used.

c. If the employee's grievance involves the evaluation of his/her application for referral to the selecting official, the employee must do the following:

Step 1. The employee must submit a memorandum which describes the basis for the grievance and the relief sought, to the Commander/CO of the National Naval Medical Center, within 15 workdays after the employee first became aware of the incident giving rise to the grievance. In this latter case, the Union must also notify the Commander, of the National Naval Medical Center, in writing, of the events which prevented the employee from becoming aware of the incident and from submitting the memorandum within 15 workdays of that incident.

Step 2. If the grievance is accepted, the Commander/CO, will assign the case to an HRO-Washington specialist within 5 workdays after issuing the notice of acceptance.

Step 3. The Head Staffing/Classification Department, HRO-W will submit a summary of findings recommendation to the Commander/CO, within 15 workdays of receipt of the specialist's summary of findings/recommendations.

SECTION 8 - GRIEVANCES INVOLVING OPTIONAL PROCEDURES

Title VII of the Civil Service Reform Act of 1978 provides that an employee may, when grieving or appealing certain actions or alleged actions, elect to process the grievance or appeal under a statutory provision or the negotiated procedure, but not both. In such cases, the employee shall be deemed to have exercised his/her option at such time as the employee initiates on a timely basis an action under the statutory procedures or files a grievance in writing on a timely basis in accordance with the following negotiated procedure. Once an election has been made, the applicable procedure must be followed.

SECTION 9

Actions covered by optional procedures include:

- a. Adverse Actions: Removals, Suspension for more than 14 days, reduction in grade or pay, and Furlough for 30 days or less
- b. Unacceptable Performance: Demotion and Removals

SECTION 10

Grievances arising from adverse actions as well as removals and demotions for unacceptable performance will be processed according to the following procedures:

Step 1. The grievance shall be submitted in writing to their Directorate Head within fifteen (15) workdays following receipt of the decision letter initiating action under an adverse action such as demotion or removal for unacceptable performance. Within 5 workdays after receipt of the written grievance, the Directorate Head will meet with the appropriate parties to discuss the grievance.

Step 2. If the grievance is not resolved with the Step 1 decision, a grievance may be submitted in writing by the President of the Union or his/her designated representative to the appropriate Commander/CO within 7 workdays after receipt of the Step 1 decision. After receipt of the grievance, the Commander/Commanding Officer or his/her designated representative when he/she deems it appropriate to obtain additional information, will meet within 7 workdays of receipt of the written grievance with the appropriate parties to discuss the grievance. The Commander/Commanding Officer or his/her designated representative will render a decision within 15 workdays after receipt of the written grievance. The decision at this step will be in writing and copies shall be furnished to the employee concerned and the Union President.

Step 3. If the grievance is not settled at Step 2, the Union may, within thirty (30) workdays after receipt of the decision, refer such matter to arbitration in accordance with the provision of Section 5 of this Article.

SECTION 11 - SPECIAL GRIEVANCES

Union or Management grievances initiated by either Party to this AGREEMENT will be submitted directly to either the Commander/Commanding Officer or the President of the Union, as appropriate. The grievance will be in writing and submitted within thirty (30) workdays of the occurrence of the incident which gave rise to the grievance. Within fifteen (15) workdays of receipt of the grievance, the Commander/Commanding Officer and/or his/her designee will meet with the President of the Union and/or his/her designee to resolve the grievance. A written decision will be rendered by the appropriate Party no later than fifteen (15) workdays after the meeting(s), unless it is determined that the matter be remanded to a lower organizational level for processing, within the procedures and time limits prescribed at the level to which remanded. The date of decision to remand will initiate the time limits.

ARTICLE XV - ARBITRATION

SECTION 1

If the Employer and the Union fail to settle a grievance processed under the Negotiated Grievance Procedure, such grievance, upon written request by the Employer or the Union within thirty (30) calendar days after receipt of the other Party's final decision shall be submitted to arbitration. A request for arbitration submitted by the Union must be signed by the President of the Union or his/her authorized designee in order for the request to be considered valid.

SECTION 2

In arbitrating a grievance, the arbitrator may not add to, subtract from, or modify the terms of the AGREEMENT, law, statute, executive order or regulation.

SECTION 3

Should a dispute arise between the Union and the Employer with respect to whether or not a grievance is subject to the grievance procedure or Arbitration, and either Party desires to pursue the matter, it shall be settled, after completion of the grievance procedure by submitting the matter to an arbitrator under the terms of this Article. The arbitrator selected shall not be the same individual that decides the grievance if it is determined that the matter is subject to the grievance procedure or arbitration.

SECTION 4

It is understood that either Party may seek judicial review of a arbitrator's decision with respect to matters, which could have been appealed through statutory procedures to the extent provided by the Civil Service Reform Act.

SECTION 5

If either the Union or the Employer proposes to take exception to an arbitrator's award for one of the reasons set forth above, such exception shall be filed in accordance with regulations prescribed by the Federal Labor Relations Authority.

SECTION 6

Within five (5) workdays from the date of receipt of a valid arbitration request, representatives of the Union and the Employer will jointly consider means for expediting the arbitration proceeding by jointly reducing the issue to writing, stipulating facts, and authenticating proposed exhibits. The Parties shall also, during the conference, jointly request the Federal Mediation and Conciliation Service to submit a list of seven (7) impartial persons qualified to act as arbitrators. A brief joint statement of the nature of the issue(s) in dispute will accompany the request to enable the Service to submit the names of arbitrators qualified for the issue(s) involved. This request shall also include a copy of the AGREEMENT.

SECTION 7

The Union and the Employer shall meet within three (3) workdays after the receipt(s) of the list of arbitrators to select an arbitrator. If the parties cannot agree on one (1) of the listed persons, the Union and the Employer shall each strike one (1) arbitrator's name from the list of seven (7) and shall repeat this procedure until only one (1) name remains; this individual shall be the duly selected arbitrator. A flip of the coin shall determine which Party strikes a name first. The grievant may withdraw the grievance at any time prior to the actual convening of the hearing or submission of the case to the arbitrator.

SECTION 8

The fee, expenses of the arbitrator, and the cost of the transcript shall be borne equally by the Union and the Employer, provided that such fee and expenses do not exceed the maximum authorized by applicable regulations. It is further agreed that the Union and the Employer shall share equally the expenses of any mutually agreed upon services in connection with the arbitration proceeding.

SECTION 9

The arbitration proceeding shall be conducted during the regular day shift hours of the normal basic workweek. Unit employees who are required by either Party or the arbitrator to participate in the proceeding shall be excused from duty without loss of pay or charge to leave. Witnesses will be excused from duty only to the extent that will be expected to leave the proceeding and return to work if they still have time remaining in their scheduled duty day. Unit employees who are reasonably required by the arbitrator, Union or Employer to be present during all or part of the proceeding and are regularly assigned to the day shift, shall be temporarily assigned to the regular day shift in order that such employees can attend the proceedings to the extent necessary without loss of pay or charge to annual leave.

SECTION 10

The arbitrator will be requested to render his decision to the Employer and the Union in writing no later than thirty (30) calendar days after the conclusion of the hearing unless the Parties mutually agree otherwise. The arbitrator's award will include the logic which resulted in the decision and remedy, and the award shall be final and binding upon the Union and the Employer. The decision shall be effected in its entirety unless an exception is filed by either Party in accordance with this Article.