

RECOGNITION

The Employer recognizes the National Association of Government Employees (Union) as the exclusive bargaining representative of all employees in the unit.

Included: All nonprofessional employees of the U.S. School of Music, Norfolk, Virginia.

Excluded: All professional employees; management officials; supervisors; and employees described in 5 U.S.C. 7112 (b) (2), (3), (4), (6) and (7).

ARTICLE
GRIEVANCE PROCEDURE

Section 1 - Definition

Grievance means any complaint:

- A. By any unit employee concerning any matter relating to the employment of the employee;
- B. By the Union/Local concerning any matter relating to employment of unit employees;
- C. By any unit employee, the Union/Local or the Department/Management concerning;
 - 1. The effect or interpretation, or a claim of breach of this Agreement; or
 - 2. Any claimed violation, misinterpretation or misapplication of any law, rule, or regulation affecting conditions of employment.

Section 2 - Purpose

- A. This negotiated grievance procedure shall be the sole procedure available to the Union/Local, the Employer and the unit employees for resolving grievances over the interpretation or application of this Agreement, its amendments, supplements, or for unit employees over any dissatisfaction with their working conditions.
- B. The Parties may negotiate procedures involving the use of Alternative Dispute Resolution in connection with this Article.

Section 3 – Exclusions

- A. This Article shall not govern a grievance concerning:
 - 1. Any claimed violation relating to prohibited political activities (Subchapter III of Chapter 73 of Title 5);
 - 2. Retirement, life insurance, or health insurance;
 - 3. A suspension or removal in the interest of national security under Section 7532 of Title 5;
 - 4. The classification of any position which does not result in the reduction in grade or pay of an employee;
 - 5. The separation of an employee during his/her probationary period; for cause
 - 6. Non selection for promotion from a group of properly certified candidates;
 - 7. Proposed disciplinary/adverse actions;
 - 8. Matters appealable to the Merit System Protection Board, EEO Complaints

9. Termination of temporary appointments:

Note 1: A temporary appointment is a non-permanent appointment with a pre-determined time limit. This includes appointments of one year or less, term appointments of more than one year but not more than four years, and excepted appointments of one to three years.

Section 4 -Informal Resolution

Most grievances arise from misunderstanding or disputes which can be settled promptly and satisfactorily on an informal basis. The Parties agree that every effort will be made to settle grievances at the lowest possible level. Reasonable time during work hours will be allowed for employees and Union representative to discuss, prepare for, and present grievances, including attendance at meetings with Management officials concerning the grievance.

Section 5 -Extensions

The Parties may extend any and all time limits in this Article by mutual written agreement.

Section 6 -Extensions

Employees and/or their representatives are encouraged to informally discuss issues of concern to them with their supervisors at any time. Employees and/or their representatives may request to talk to other appropriate officials about items of concern without filing a formal grievance if they choose. In the event of a formal filing of a grievance, the following steps will be followed:

Step 1 -An employee and/or the Local shall present the grievance to the immediate or acting supervisor in writing within 15 calendar days after the date of the event which precipitated the grievance. The grievance must state the basis for the grievance and the corrective action desired. The immediate or acting supervisor will make every effort to resolve the grievance immediately, but must meet with the employee and the union representative and provide a written answer within 14 calendar days of receipt of the grievance.

Step 2 -If the grievance is not satisfactorily resolved at Step 1, it shall be presented to the 2nd Line Supervisor or designee, in writing, within seven calendar days of receipt of the Step 1 supervisor's decision. The grievance must state the basis for the grievance and the corrective action desired. The 2nd Line Supervisor or designee shall meet with the employee and his/her representative and provide a written answer within seven calendar days.

Step 3 - If no mutually satisfactory settlement is reached as a result of the second step, the aggrieved Party or the Local shall submit the grievance to the 3rd Line Supervisor or designee, in writing, within seven calendar days of receipt of the decision of Step 2. The 3rd Line Supervisor, or designee, will render a written decision to the aggrieved Party and the Local within ten calendar days. If the grievance is not satisfactorily resolved in Step 3, the grievance may be referred to arbitration as provided in Article, Arbitration.

Grievance/Arbitrability issues will be resolved as the threshold issues of arbitration.

Note 2: Filing at Various Steps

It is agreed that grievances should normally be resolved at the lowest level possible. However, there will be times when a grievance may be more appropriately initiated at the second or third step of the grievance procedure. Filing at such steps is appropriate, for example, when a disciplinary action is taken by a higher level, when the supervisor at the lower level clearly has no authority to resolve the issue, or when the Local grieves an action of a management official other than a Step 1 supervisor. When a grievance is initiated at a higher step, the time limits of Step 1 will apply.

The appropriate Employer official or designee (secretary, administrative assistant, etc.) shall acknowledge in writing receipt of all grievances.

Note 3: An employee may terminate his/her grievance, in writing, at any time. If an employee resigns, dies, or is separated by an action other than removal before a decision is reached on a grievance being processed and no compensation issue is involved, the action may be stopped (if compensation is involved, the grievance will not be terminated). All interested Parties will be notified that, because of separation, the case is being closed without a decision. In the instances above, if the grievance is identified to be of a nature where it would provide relief for employees other than the grievant, the Local may elect to continue the grievance.

Section 7 - Management Authority

At any step of the negotiated grievance procedure, when an Employer deciding official designates someone to act in his/her behalf, that designee will have the complete authority to render a decision at that step and will render the decision. The designee will not be someone who decided the issue at any previous step.

Section 8 -Representation

Unit employees may present a grievance, which may be adjusted with or without representation at the grievant's discretion. The Local has the right to be present during any meeting where the grievant is present which discusses the grievance or adjustment. The Employer shall provide the Local with notice as soon as possible after a grievance is filed and shall provide the Local with the opportunity to be involved in the scheduling of each meeting between the grievant and the Employer official. The right to individual representation does not include the right to take the matter to arbitration, unless the Local agrees to do so.

Section 9 -Local Grievances

Local initiated grievances shall be filed with the Director or equivalent within 15 calendar days from the date of the act or occurrence, or the Local's awareness thereof. The written grievance will identify the matter grieved and the relief sought. The Director or equivalent or designee will meet with the Local President or designee within ten calendar days to discuss the grievance. The Director or equivalent or designee will render a written decision to the Local within 15 calendar days after the meeting.

Section 10-Employer Grievances

Management initiated grievances shall be filed with the Local President or designee and shall constitute Step 3 of the negotiated grievance procedure. Such grievances must be filed within 30 calendar days of the act or occurrence, or when management became aware of the act or occurrence. The Local President or designee will meet with management within 10 calendar days to discuss the grievance. The

Local President or designee will render a written decision to the Employer within 30 calendar days after the meeting.

Section 11 -Multiple Grievances

Multiple grievances over the same issue may be initiated as either a group grievance or as separate grievance at any time during the time limits of Step 1. Grievances may be combined and decided as a single grievance at the later steps of the grievance procedures if management and the union agree that they are identical.

Section 12 - Review of Information

Upon the filing of a grievance, the employee and his or her representative shall be allowed to review any and all documentation, allowable by law and regulation, considered to support the grieved action. This should be provided at the earliest possible time after requested. Upon request, an employee or his/her representative will be provided a copy of any such material.

PAYROLL WITHHOLDING OF DUES

1. The Employer agrees that authorization for voluntary allotments of pay by employees for the payment of union dues will be accepted and processed in accordance with applicable laws and regulations and this Agreement.
2. Procedures.
 - a) The Union agrees to provide the prescribed allotment form Standard Form (SF 1187), to distribute the form, and to educate eligible employees on the program for allotments for payment of dues on the uses and availability of the required form.
 - b) The Employer agrees that an allotment authorization may be submitted to the Payroll Office via the Personnel Office at any time. Allotments will become effective at the beginning of the first full pay period after receipt of the form in the Payroll Office. The allotment authorization form may be accessed via the CPAC web site <http://www.monroe.army.mil/cpac/>.
 - c) The Employer shall automatically terminate an allotment when an employee leaves the Unit as a result of any type of separation, transfer, or other personnel action which renders the employee ineligible or continued Unit membership; upon loss of exclusive recognition by the Union; when this Agreement providing for dues withholding is terminated by an appropriate authority; or when the employee has been suspended or expelled from the Union, in which case the Union shall so notify the Employer in writing of such expulsion.
 - d) An employee may voluntarily submit an SF-1188, cancellation of payroll deductions for labor organization dues (available from CPAC web site) to terminate an existing dues allotment, which shall become effective 1 year from the date of initial membership and thereafter at the beginning of the first full pay period after 1 March. The request to terminate an existing dues allotment must be submitted between 1 September and 14 February.

e) The Employer shall maintain a supply of SF-1188s and will make this form available to employees upon request. It is the employee's responsibility to see that the SF-1188 is received in the Payroll Office on a timely basis.

f) The remittance of the dues withheld will be made by check payable to the Comptroller Division, National Office, NAGE, 159 Burgin Parkway, Quincy, Massachusetts 02169, no later than seven (7) calendar days following the day on which the dues were deducted along with a listing of employees' names and amount of dues withheld.

g) Nothing in this Agreement shall require an employee to become or remain a member of a labor organization or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions.

ARBITRATION OF GRIEVANCES

1. In the event that the Employer and the Union fail to settle any grievance or dispute arising under the article of this Agreement entitled "Grievance Procedure," such grievance, upon written request by either Party within 10 working days following the conclusion of the last step of Grievance Procedure may be referred to binding arbitration. The moving party shall provide notice of the request to the non-moving party.

2. Procedures.

A) Within 10 working days from the date of receipt of the arbitration request, the moving party shall request the Federal Mediation and Conciliation Service (FMCS) to submit a list of seven impartial persons qualified to act as arbitrators. The Parties shall meet within 10 calendar days after receipt of such list. If they cannot mutually agree upon one of the listed arbitrators, a flip of the coin will determine who will strike the first name from the list. Each Party will alternately strike one arbitrator's name from the list of seven and shall then repeat this procedure. The remaining name shall be the duly selected arbitrator.

B) Fees and Expenses. The fees and expense of the arbitrator shall be borne equally by the parties. The arbitration hearing shall be held during the regular work hours, Mondays through Fridays, except holidays. The employee his/her representative, and any witnesses, as determined by the arbitrator who are employees in a duty status shall be excused from duty without loss of pay or leave for the time necessary to participate in the arbitrator's investigation.

C) Questions related to grievability or arbitrability of a grievance will be addressed as threshold issues at the arbitration hearing. The arbitrator will be requested to issue a "bench" decision during the hearing regarding the arbitrability of the grievance. If the arbitrator determines that the grievance is not arbitrable, the hearing will be terminated. However, if the arbitrator determines that the grievance is arbitrable, the Parties will proceed to the merits of the grievance.

D) The arbitrator will be requested to render his/her decision to both Parties as quickly as possible after the conclusion of the proceeding or within 30 days if at all practicable. The arbitration award will be

binding on the Parties unless either of the Parties files a timely exception with the FLRA and the award is subsequently overturned.

E) The Parties agree that the party invoking arbitration (the moving party) will be initially responsible for the fee to be paid directly to FMCS, in return for a panel of arbitrators. The moving party will be responsible for paying the fee up front when submitting the R-43 Form to the FMCS.