

**ARTICLE XXXII
ARBITRATION**

1. SECTION 1. If the Employer and the Union fail to settle any
2. grievance processed under the negotiated grievance
3. procedure, either party may, upon written request to the
4. other party within thirty (30) calendar days after the
5. receipt of the final grievance decision, invoke arbitration.

6. SECTION 2. Within fifteen (15) calendar days of a request
7. for arbitration, the moving party shall request the Federal
8. Mediation and Conciliation Service to submit a list of seven
9. impartial persons qualified to act as arbitrators. Within
10. fifteen (15) calendar days of receipt of such list, the
11. moving party will arrange a meeting with the other party to
12. mutually agree upon one of the listed arbitrators. If
13. agreement cannot be reached, the parties will alternately
14. strike names from the list until one name remains. The
15. remaining name shall be duly selected as the arbitrator
16. except that the moving party shall request from the Federal
17. Mediation and Conciliation Service a new list if the
18. remaining arbitrator is mutually unacceptable to the
19. parties.

20. SECTION 3. The Federal Mediation and Conciliation Service
21. shall be empowered to make a direct designation of an
22. arbitrator to hear the case in the event (a) either party
23. refuses to participate in the selection of an arbitrator or,
24. (b) upon undue delay on the part of either party.

25. SECTION 4. The arbitrator shall not have the authority to
26. change, alter, modify or delete from this Agreement, or the
27. published policies and regulations of appropriate
28. authorities.

29. SECTION 5. The Arbitrator's fee and expenses of the
30. arbitration, if any, shall be borne equally by the Employer
31. and the Union. Travel and per diem costs to the Employer
32. shall not exceed the maximum rate(s) authorized for DOD
33. employees under the appropriate provisions of the Defense
34. Acquisition Regulations. The arbitration hearing will be
35. held, if possible, on the Employer's premises during the
36. regular day shift hours of the basic workweek (Monday
37. through Friday). In regard to the arbitration of
38. grievances, Union representatives - not to exceed three (3)
39. persons, the grievant and necessary Union witness shall be
40. on duty time if otherwise on regular scheduled duty,
41. provided that such representational service is consistent
42. with the procedures and parameters established in Article VI
43. of this Agreement.

44. SECTION 6. Transcripts of arbitration proceedings,
45. including costs thereof, will be obtained by the party
46. desiring a transcript. One copy of any transcript will be

47. provided to the arbitrator, upon request, and the party not
48. involved in securing transcription services may purchase a
49. copy from the other party by paying one half of costs
50. associated with obtaining the transcripts.

51. SECTION 7. The arbitrator will be requested to render his
52. Opinion and Award within 30 days, but in no event later than
53. 60 days after the conclusion of the hearing. The Opinion
54. and Award will be mailed on the date of the award with one
55. (1) copy to the Employer and one (1) copy to the Union.

56. SECTION 8. Attorney fees may be awarded in connection with
57. a grievance processed under this Article only as prescribed
58. in 5 U.S. C. 7701 and 5 U.S.C. 5596.

59. SECTION 9. The parties agree that it is desirable to
60. clarify issue(s) to be heard at arbitration. Therefore,
61. prior to the date of hearing, the spokesperson(s) for the
62. parties will attempt to work out stipulations on joint
63. exhibits, if any, and seek to reach a mutually acceptable
64. statement of issue(s).

65. SECTION 10. The arbitrator's award is binding on the
66. parties except that either party may file exceptions to the
67. award with the Federal Labor Relations Authority (FLRA) for
68. review under regulations of the Authority. Excluded from
69. the FLRA review procedures are actions covered by FLRA
70. 5 U.S.C. 4303 and 5 U.S.C. 7512, which are subject to
71. judicial review only. When a timely exception is filed,
72. implementation of an award is stayed (postponed) until such
73. time as the Authority or courts render a final decision.