

**ARTICLE XXXI
GRIEVANCE PROCEDURE**

1. SECTION 1. The purpose of this Article is to provide a
2. mutually acceptable method of prompt and equitable
3. settlement of grievances.

4. SECTION 2. A grievance means any complaint (a) by an
5. employee concerning any matter relating to the employment
6. of the employee; (b) by the Union concerning any matter
7. relating to the employment of any employee; or, (c) by an
8. employee, the Union or the Employer concerning:
 9. (1) The effect of interpretation or a claim of breach,
 10. of a collective bargaining agreement; and/or

 11. (2) Any claimed violation, misinterpretation, or
 12. misapplication of any law, rule, or regulation
 13. affecting conditions of employment.

14. SECTION 3. The following matters may not be raised under
15. this procedure:
 16. (a) Any claimed violation relating to prohibited
 17. political activities.

 18. (b) Actions concerning any employee benefit over which
 19. this bargaining agency has no authority.

 20. (c) A suspension or removal accomplished in the
 21. interest of National Security.

 22. (d) Grievances concerning any examination,
 23. certification or appointment.

 24. (e) Grievances concerning the classification of any
 25. position which does not result in the reduction in
 26. grade or pay of an employee.

 27. (f) Any matter that has been raised in whole as an
 28. Unfair Labor Practice (ULP).

 29. (g) Any matter that has been raised in part as an
 30. Unfair Labor Practice (ULP) by the grieving employee.

 31. (h) Any action appealable to the Merit System
 32. Protection Board (MSPB).

 33. (i) Any action that can be raised through the Equal
 34. Employment Opportunity (EEO) law and/or regulations.

 35. (j) Any appeals to the Comptroller General.

 36. (k) Any Prohibited Personnel Practice or issues that

37. have been raised to the Office of Special Counsel
38. (OSC).

39. SECTION 4. This procedure shall be the exclusive procedure
40. available to the Union, Employer, and bargaining unit
41. employees for resolving grievances which fall within its
42. coverage. Any employee or group of employees may present
43. their grievances to the Agency and have them adjusted
44. without the intervention of the Union, as long as the Union
45. is informed of the grievance and is given an opportunity to
46. be present at the grievance proceedings. An employee
47. utilizing this procedure will represent himself or be
48. represented by the Union.

49. SECTION 5. Allegations of non-grievability or non-
50. arbitrability of a grievance will normally be raised by the
51. time a Step 3 decision is rendered. In the event either
52. party should declare a grievance non-grievable or non-
53. arbitrable, the original grievance shall be considered
54. amended to include this issue. All disputes of
55. grievability and arbitrability shall be referred to
56. arbitration as a threshold issue in the related grievance.
57. If the arbitrator decides the issue is
58. grievable/arbitrable, the merits of the issue will then be
59. decided by the arbitrator. Conversely, if the arbitrator
60. decides the issue is not grievable/arbitrable, the case
61. will be considered closed and the arbitrator will not go
62. into the merits.

63. SECTION 6. Should two or more employees have identical
64. grievances, the grievances will be combined and processed
65. as one grievance. The decision on the combined grievance
66. will be binding on the other grievances.

67. SECTION 7. Should a grievance hearing official decide that
68. consideration of a grievance requires an initial written
69. interpretation of policies, regulations or law of any
70. appropriate authority, the following procedure shall apply:

71. a. Processing beyond Step 1 of the grievance procedure
72. will be delayed until the Employer has requested and
73. obtained a written interpretation from the proponent.

74. b. The interpretation obtained shall be included among
75. the items which are reviewed by the arbitrator, in the
76. event the grievance is submitted to arbitration.

77. SECTION 8. An aggrieved employee, if otherwise in a duty
78. status, shall be granted a reasonable amount of official
79. duty time to prepare their grievance. The employee will
80. also be granted the official time required to attend
81. grievance presentation meetings scheduled under this
82. Article. During working hours, the employee is required to
83. obtain permission from his supervisor prior to leaving the

84. worksite. Normally, this permission will be granted for
85. the purpose stated in this Section, unless workload or
86. other compelling circumstances necessitate temporary
87. denial. Upon denial, the employee will be given another
88. time and date they can leave the worksite for a period of
89. time agreed upon by the Employer and employee.

90. SECTION 9. The following procedures will apply in
91. processing all grievances covered by this Article. Any
92. grievance not presented within thirty (30) calendar days of
93. the date of the occurrence shall not be presented or
94. considered at a later date unless the Union or employee can
95. demonstrate that they were not aware of the grievable
96. issue.

INFORMAL RESOLUTION PROCESS

97. The aggrieved employee and/or steward will notify the
98. immediate supervisor (or designee) of their intent to
99. initiate the Informal Resolution Process. The supervisor
100. (or designee) will schedule a meeting date within seven (7)
101. calendar days. The aggrieved employee and/or steward will
102. present the issue orally to the immediate supervisor (or
103. designee) and the parties will discuss the issue. A
104. decision will be rendered to the employee orally or in
105. writing within seven (7) calendar days after conclusion of
106. the meeting. Employee grievances resulting from formal
107. disciplinary action other than a reprimand (which will
108. start at the informal resolution process) or a matter that
109. is outside the scope of the supervisor's authority, e.g.
110. actions taken by the Civilian Personnel Office, will omit
111. this step; such grievances will be initiated at the Step 2
112. level.

FORMAL GRIEVANCE PROCESS

113. a. Step 1 - If no satisfactory solution is reached as
114. a result of the informal proceedings, and the grievant
115. chooses to pursue the matter further, the grievant must
116. submit two (2) copies of the grievance in writing to
117. the Fort Bragg Civilian Personnel Office addressed to
118. the second level supervisor within seven (7) calendar
119. days after knowledge of the informal decision or if no
120. decision is received within fifteen (15) calendar days
121. after the date of the meeting. The written grievance
122. must identify the employee by name, title, grade and
123. organizational unit and must state the specific nature
124. of the grievance, the Article(s) and Section(s) of this
125. Agreement in dispute, the remedial action sought, and
126. the name of the designated representative, if any. The
127. employing agency will schedule a Step 1 meeting with
128. the second level supervisor or other agency designated
129. official to be held within fifteen (15) calendar days

130. after receipt of the written grievance. The aggrieved
131. employee and/or steward will meet with the management
132. official and their representative on the scheduled date
133. and present the grievance. The management official's
134. representative shall not be a active participant in the
135. presentation of the grievance. A decision will be
136. rendered to the aggrieved employee within fifteen (15)
137. calendar days after conclusion of the Step 1
138. discussion. Employee grievances resulting from formal
139. disciplinary action other than a reprimand (which will
140. start at the Informal Resolution Process) or a matter
141. that is outside the scope of the supervisor's
142. authority, e.g. actions taken by the Civilian Personnel
143. Office, will omit this step; such grievances will be
144. initiated at the Step 2 level.

145. b. Step 2 - If no satisfactory solution is reached as
146. a result of Step 1 proceedings, and the grievant
147. chooses to pursue the matter further, they must submit
148. two copies of the grievance in writing to the Fort
149. Bragg Civilian Personnel Office addressed to the step 2
150. grievance official who must be at least one level below
151. the Step 3 official within seven (7) calendar days
152. after receipt of the Step 1 decision. The written
153. grievance must identify the employee by name, title,
154. grade and organizational unit and must state the
155. specific nature of the grievance, the Article(s) and
156. Section(s) of this Agreement in dispute, the remedial
157. action sought, and the name of the designated
158. representative, if any. This submission by the
159. grievant at Step 2 must show which specific aspects of
160. the grievance, if any, were resolved at Step 1. The
161. employing agency will schedule a Step 2 meeting with
162. the step 2 official or other agency designated official
163. to be held within fifteen (15) calendar days after
164. receipt of the written grievance. The aggrieved
165. employee and/or steward will meet with the management
166. official and their representative on the schedule date
167. and discuss the grievance. A decision will be rendered
168. to the aggrieved employee within fifteen calendar days
169. after conclusion of the Step 2 discussion. Employee
170. grievances resulting from formal disciplinary action
171. other than a reprimand (which will start at the
172. Informal Resolution Process) or a matter that is
173. outside the scope of the supervisor's authority, e.g.
174. actions taken by the Civilian Personnel Office, will be
175. filed at this step; such grievances will be initiated
176. at the Step 2 level.

177. c. Step 3 - If the grievant (or the Union in case of
178. Union grievances) is not satisfied with the decision
179. issued at Step 2, and if they choose to pursue the
180. matter further, they must, within seven (7) calendar
181. days after receipt of the Step 2 decision, submit two

182. copies of the written grievance submitted to the
183. Civilian Personnel Office addressed to the Garrison
184. Commander or Commander/Head of Tenant Unit (or their
185. designees), as appropriate, for review and decision.
186. The employing agency will schedule a Step 3 meeting
187. with the step 3 official or other agency designated
188. official to be held within fifteen (15) calendar days
189. after receipt of the written grievance. This
190. submission by the grievant at Step 3 must show which
191. specific aspects of the grievance, if any, were
192. resolved at Step 2. The deciding official at this
193. level will review the grievance, meet with the parties
194. and render their decision in writing within fifteen
195. (15) calendar days after the meeting. If the decision
196. is unsatisfactory to the Union, the grievance may be
197. referred to arbitration. Such requests shall be made
198. in writing to the Civilian Personnel Officer within
199. thirty (30) calendar days after receipt of the Step 3
200. decision.

201. d. At any level of the formal grievance process where
202. the grievant accepts the proposed remedy, such
203. acceptance will be communicated to the other party in
204. writing.

205. SECTION 12. Union grievances will be initiated at the Step
206. 2 level of the formal grievance process.

207. SECTION 13. Grievances submitted by the Employer will be
208. initiated within (30) calendar days of the date of the
209. occurrence unless the Employer can demonstrate that they
210. were not aware of the grievable issue. Such grievances
211. will be submitted in writing to the President, AFGE
212. Local 1770; will state the provisions(s) of the Agreement
213. allegedly violated by the Union; and the remedial action
214. sought. The Local President, or his designee, will meet
215. with the grieving official or their designee within seven
216. (7) calendar days of receipt of the grievance and attempt
217. an informal resolution. The Local President will submit a
218. written decision on the matter within fifteen (15) calendar
219. days of the meeting, unless a mutually satisfactory
220. resolution is reached at the meeting. If the grievance is
221. not resolved by the Local President, the Employer may
222. submit the matter to arbitration.

223. SECTION 14. The Union may file a grievance which
224. duplicates that filed by an employee or group of employees.
225. However, in such cases the duplicate grievances shall be
226. combined into one grievance prior to proceeding to Step 3
227. of the grievance procedure. It is understood that the
228. Union may continue the action should the employee or group
229. of employees drop their grievance.

230. SECTION 15. Time limits specified in this Article may be

231. extended only by mutual consent of the parties. Failure of
232. the party receiving a timely grievance to observe time
233. limits for any step of the grievance procedure will entitle
234. the grievant to advance to the next step. Failure of a
235. grievant to observe such time limits will constitute
236. abandonment of the grievance.