

GRIEVANCE PROCEDURE
AGREEMENT REACHED BETWEEN FUSE
LOCAL R1-144 AND NUWC DIVNPT
DATED 2/6/86

SECTION 1

A. The purpose of this Agreement is to provide for timely consideration of grievances over matters relating to personnel policies and practices affecting or relating to working conditions. This procedure shall be the exclusive procedure available to the parties and Unit employees. This procedure does not cover matters listed in Appendix A, as per CSRA 1978, as amended. In matters for which statutory appeal procedures exist, the employee shall elect whether to raise the matter under statutory or negotiated procedures, but not both.

B. Employees may present their own grievances under this procedure provided the Union has been given the opportunity to be present at the adjustment of the grievance and the adjustment is not inconsistent with any agreement NUWC and the Union have.

C. Employees may not be represented under this procedure except by a representative designated by the Union.

D. Disputes over what is subject to this procedure may be referred to arbitration for decision.

E. This negotiated grievance procedure is the sole procedure available to employees in the Unit for resolving grievances, as outlined in A. above.

SECTION 2

A. The Employer and the Union agree that normal day to day discussions between employees and supervisors are the most constructive means of developing effective work relationships. This procedure provides a means for the orderly consideration and application of grievances which are not or cannot be handled to the employees' satisfaction through these regularly established contacts.

B. It shall be the policy of the NUWC that all employees will be treated fairly and equitably in all respects and those who feel they have not been so treated have a right to present their grievances to appropriate management officials for prompt consideration and equitable decisions. In exercising this right, the employee and representative(s) (if representation is used), will be unimpeded and free from restraint, coercion, discrimination or reprisal at that time and in the future.

C. Any complaint which is not taken up with the employee's immediate supervisor within fifteen (15) calendar days, by the employee(s) after the occurrence of the matter, or after the employee learns of the matter from which the complaint arose, shall not be presented for consideration at a later date. Exemption to this is employees who are incapacitated for duty or on TDY (and have not learned of the matter). Upon return to duty or duty station, such employees will be allowed the additional days to make up the requirement of fifteen (15) calendar days maximum.

SECTION 3
Procedure

Step 1. Informal Discussion

In the event of a complaint or grievance from employee(s) within the Unit, the matter shall first be presented orally and/or in writing to the immediate supervisor by the aggrieved employee and the representative (if representation is used). The supervisor will meet with the employee(s) within four (4) workdays of receipt of the complaint. The supervisor will, after meeting and careful consideration of the dissatisfaction, render a decision within four (4) workdays.

Step 2. Formal Grievance

If no satisfactory settlement was reached at Step 1, the employee shall reduce the grievance to writing within four (4) workdays of receipt of a decision by the immediate supervisor stating the exact nature of the grievance and the corrective or remedial action sought. It shall be presented to the Division Head. The appropriate Division Head or a designated representative (not immediate supervisor) will meet within four (4) workdays of the date the written grievance was submitted to the Division Head, with the aggrieved employee, the representative (if representation is used), and a management official designated by the Division Head. The Union will be notified of the time and place of the meeting at least two (2) workdays in advance so it may, if it desires, have an observer present. A decision letter will be prepared by the appropriate management official briefly summarizing the grievance, the consideration accorded it, the conclusions reached, and the course of action decided. A copy of the decision letter shall be furnished to all parties concerned within four (4) workdays of the date of the meeting.

Step 3.

If no satisfactory settlement was reached as a result of the second step, upon written request of the employee within four (4) workdays of receipt of the written decision resulting from the second step, the appropriate Department Head, or designated representative, will meet within four (4) workdays of receipt of appeal with the aggrieved employee, the representative (if representation is used) and a management official designated by the Department Head. The Union will be notified of the time and place of the meeting at least two (2) workdays in advance so it may, if it desires, have an observer present. A decision letter will be prepared by the appropriate management official briefly summarizing the grievance, the consideration accorded it, the conclusions reached, and the course of action decided. A copy of the decision letter shall be furnished to all parties concerned within four (4) workdays of the date of the meeting. It is agreed that at Union negotiated grievance meetings held at the Department Head Level and above, there shall be no limit to the number of Union Representatives in attendance. No more than two individuals who would otherwise be in a duty status should be granted official time.

Step 4.

If the employee is dissatisfied with the Step 3 decision, he/she may, with the concurrence of the Union, refer the grievance in writing to the Commanding Officer within five (5) workdays of receipt of the Step 3 decision. The Union will indicate in the referral to the Commanding Officer whether they desire the grievance be submitted to arbitration in the event they are dissatisfied with his decision or whether they desire a final decision on the grievance by the Commanding Officer. The Commanding Officer, or his designated representative, shall arrange to meet within ten (10) workdays with the aggrieved employee, the representative (if Union representative is used), and a management official designated by the designated official, in an effort to reach settlement of the grievance. The Commanding Officer shall render his decision in writing, as soon as practicable, but within ten (10) workdays following the discussion. Copies of the decision shall be given to the aggrieved employee and the Union President.

Step 5.

In the event an acceptable solution was not reached, the Union may invoke arbitration. Arbitration procedure shall be the same as the article titled "Arbitration" in the agreement. It is understood by the parties that the provisions of this section do not apply until an agreement on arbitration is reached by the parties.

SECTION 4

Time limits in this article may be extended by mutual agreement between Union and NUWC, if circumstances warrant an extension.

SECTION 5

Any witnesses requested by the employee who are under the jurisdiction of the Naval Undersea Warfare Center and whose presence is necessary in the development of facts will be called. If, because of distance or similar factors, it is impracticable to require the presence of witnesses, necessary information will be obtained in affidavit form at the expense of NUWC. NUWC employees participating in a grievance will be considered to be in a duty status during such participation.

SECTION 6

NUWC will, upon request of the employee or a representative, provide, or otherwise make available, information from official records and, where feasible, extracts or copies of such records as may have a bearing on the grievance, subject only to regulatory limitations. Reasons for not furnishing requested information will be detailed in writing by NUWC.

SECTION 7

Failure on the part of NUWC to answer grievances within the time limits prescribed in each step of the grievance procedure shall permit the employee and/or the Union to refer the case to the next step of the procedure.

SECTION 8

If an employee resigns, dies, or is separated by any action other than removal before a decision is reached on a grievance being processed and no compensation issue is involved, action will be stopped and all interested parties will be notified that because of the separation, the case is being closed without decision. A copy of this notification will be made part of the case record.

SECTION 9

It is agreed that when a grievance is settled at any step, it will be settled in its entirety and no further action shall be taken regarding the grievance.

SECTION 10

The absence of any level of supervision between the immediate supervisor and the Commanding Officer will eliminate the related steps in the procedure.

SECTION 11

In lieu of the step-by-step procedure outlined above, a grievance initiated by the Union / Employer shall be reduced to writing and submitted to the Union President / Commanding Officer , as appropriate, within 15 days after the act or occurrence which gave rise to the dispute. The Commanding Officer or his/her designated representative shall meet within ten (10) days with the Union President or his/her designated representative to discuss the grievance. A written decision will be rendered by the Union President / Commanding Officer, as appropriate, to the complaining party not later than five (5) workdays following the meeting. If the complaining party is not satisfied with the decision rendered, he/she/they may elect ,within 23 days from the date of receipt of the decision, to submit the matter to binding arbitration. Grievances arising from but not limited to suspension of greater than seven (7) days, downgrades, removals, travel reimbursements and actions that result in loss of pay, expenses and benefits greater than the salary for G.S. 10 step 3 for five days shall be reduced in writing and submitted to the Commanding Officer by the employee or his/her representative (if representation is used) within fifteen (15) days after the action which gave rise to the dispute, except as noted in 2 (C) above. A copy of the stated grievance shall be forwarded immediately to the Union President by the Commanding Officer. The Commanding Officer or his/her designated representative shall meet within ten (10) days with the employee and his/her representative (if representation is used) to hear the grievance. The Union shall be notified of the time and place of the meeting so it may, if it desires, have observers present. A decision letter shall be rendered by the Commanding Officer within five (5) workdays of the meeting, with copies to the employee and Union. If the complaining party (grievant) is not satisfied with the decision rendered, he/she/they may elect, within 23 days from date of receipt of the decision, to submit the matter to binding arbitration.

Where a statutory appeal procedure exists, the employee shall be deemed to exercise his/her option to raise the matter under either the statutory procedure or the negotiated procedure (but not both) at such time as the employee timely initiates an action under the applicable statutory procedure or timely files a grievance in writing, i.e., formal grievance procedure has begun.

The employee cannot proceed with the grievance procedure without first consulting with the Union President.

APPENDIX A

1. Issues included in Subchapter III, Sec. 7121:

- a. Any claimed violation of Subchapter III of Chapter 73 of this title (relating to prohibited political activities);
- b. Retirement, Life Insurance, or Health Insurance;
- c. A suspension or removal under Section 7532 of this Title;
- d. Any examination, certification, or appointment;
- e. The classification of any position which does not result in the reduction in grade or pay of an employee.