

**MEMORANDUM OF AGREEMENT**  
**ARBITRATION PROCEDURE**

Section 1. If the Employer and the Union fail to settle any grievance processed under the negotiated grievance procedure, such grievance, upon written request by either the Employer or the Union within 23 calendar days after issuance of the final decision, shall be submitted to arbitration.

Section 2. Unless the parties agree otherwise, within 5 working days from the date of request for arbitration, either party shall request the Federal Mediation and Conciliation Service to provide a list of impartial persons qualified to act as arbitrators. The parties shall meet within 7 working days after receipt of such list. If they cannot mutually agree upon one of the listed arbitrators, then the Employer and the Union will each strike one arbitrator's name from the list and will repeat this procedure until one person remains who shall be the duly sworn selected arbitrator.

Section 3. The Federal Mediation and Conciliation Service shall be empowered to make a direct designation of an arbitrator to hear the case in the event:

1. Either party refuses to participate in the selection of an arbitrator.
2. Upon inaction or undue delay on the part of either party, i.e., period of 30 days has elapsed from receipt of the list from FMCS.

Section 4. If the parties fail to agree on a joint submission of the issue for arbitration, each shall submit a separate submission and the arbitrator shall determine the issue or issues to be heard.

Section 5. The arbitrator's fee and the expenses of the arbitration, if any, shall be borne equally by the Employer and the Union. The arbitration hearing will be held on the Employer's premises normally during the regular day shift hours of the basic work week. All participants in the hearing shall be duty status.

Section 6. The arbitrator will be requested to render his/her decision as quickly as possible, but, in any event, not later than 30 days after the conclusion of the hearing unless the parties mutually agree to extend the time limit.

Section 7. The arbitrator's award shall be binding on the parties; exceptions may only be made to FLRA in accordance with FLRA regulations.

Section 8. Any dispute over the application of an arbitrator's award shall be returned to the arbitrator for settlement, including remanded awards.

Section 9. Arbitration under this article will be conducted as oral proceedings. The record of arbitration and the providing of briefs shall be determined by the arbitrator under FMCS rules, where applicable.

Section 10. Absent a negative arbitrator's decision upon the arbitrability of a grievance, the arbitrator shall normally hear arguments regarding both the arbitrability and the merits of the

case at the same hearing. However, the parties may mutually agree otherwise in instances such as highly complex cases which would involve several days of hearings.

Section 11. The arbitrator has full authority to award representative fees in accordance with the standards of the Civil Service Reform Act.

Section 12. The provisions of this Article may be invoked only by the Union or the Employer. No employee approval is required.

Section 13. The party invoking arbitration shall inform the other party in writing.

Section 14. The arbitrator's decision shall not change, modify, alter, delete, or add to the provisions of the Agreement; such right is the prerogative of the contracting parties only.

Section 15. The use of expedited arbitration may be used by mutual agreement. The request for expedited arbitration will be submitted by the requesting party to the other party for concurrence. The request must be agreed to or returned to the requester within 5 working days.

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