National Federation of Federal Employees

NFFE - IAM

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Federal District 1, IAMAW, AFL-CIO

COMPLIANT POLICY AND PROCEDURE FOR C.C.C. LODGES 1697, 1840, and 1855

01 February 2011

Please be advised that the following complaint policy and procedures have been established for the Lodges. If you should have any questions, please contact your *Center Lodge Officials or Lodge President.*

(1). *All* Bargaining Unit Members *are required to complete and sign* the Lodge's complaint form. Complaint forms can be downloaded from (http://nffelocal1840.wetpaint.com/) or obtained from any Center Lodge Official.

(2). All non-dues paying bargaining unit members when filing a compliant *will be asked to join* the Lodge and will be furnished a dues deduction form (1187). Membership is not required for representation under the terms of Article 9 (Grievance) of the Master Agreement. The Lodge however, *reserves the right* to *decline assistance* to non-dues paying members in all other forums *such as* E.E.O., M.S.P.B., O.W.C.P. and F.L.S.A.

(3). Bargaining Unit Members are required to file a complaint with the Lodge within *14 days of the incident* that gave rise to the complaint unless mitigating circumstances prevail.

(4). Under *no circumstances* are the Lodges *obligated to arbitrate* any grievance. The decision to invoke arbitration is a function of the Lodge's Executive Board and the Lodge President. *Members cannot invoke arbitration.*

(5). The Lodges, the F.S. Council and NFFE are the *exclusive representatives* of all bargaining unit members under the terms of Article 9, of the Master Agreement. Therefore, no other representation can be obtained without *written approval* from the Lodge's Executive Board. A member may represent themselves in accordance with the terms of the Master Agreement as long as the Lodge is a party to all meetings and discussions. The Lodge shall not be responsible for any mistakes or procedural errors made by a bargaining unit member attempting to represent themselves.

(6). The Lodges *retains the right* to *determine* the assignment of Union representatives to any case.

(7). The Lodges *maintains the right* to *decline* a complaint when through due diligence merit is not established.

GENERAL PROCEDURE

(1). Center Lodge Officials *shall provide a complaint form* and review the complaint policy and procedures with all Bargaining Unit Members filing a complaint.

(2). Center Lodge Officials *shall not proceed* with a Bargaining Unit Member's complaint unless they have a *signed complaint form in hand* or mitigating circumstances prevail.

(3). *All non-dues paying members* will be asked to join the Lodge and will be furnished an 1187.

(4). Center Lodge Officials *shall be mindful* of all time requirements.

(5). Center Lodge Officials *are expected to enforce the provisions* of the Master Agreement and the Law at all times *regardless* of whether or not an individual complaint is filed and will *take all appropriate steps* to insure compliance.

PRE-GRIEVANCE

(1). Center Lodge Officials are expected to represent the membership on *their respected Centers* and:

> (a). They shall insure that all procedures are followed when processing a complaint.
>
> (b). They will perform all the investigation and research required to sustain the complaint.
>
> (c). They will attempt to their best abilities to resolve the issue at the pre-grievance stage if possible.
>
> (d). The Center Lodge Representative shall inform and keep the Chief Steward and the Lodge President advised when a complaint has been filed. The Center Union Representative may seek assistance from other Center Officers, the Chief Steward, and the Grievance Committee as needed. *However, it is the responsibility of the Center Lodge Representative to process the case.*

(2). If a complaint cannot be sustained through investigation and research by the Center Lodge Representative, the complainant, the Chief Steward, and the Lodge President will be informed in writing (return receipt message) and:

> (a). The findings shall be documented on the complaint form including the time and date in which the complainant was informed. A copy shall be forwarded to the Chief Steward and the Lodge President.
>
> (b). The complainant may appeal the Center Lodge Representative's findings to the Chief Steward and the Lodge President.
>
> (c). The Lodge President, in consulting with the Chief Steward and the Lodge Executive Board shall give the finial ruling on the case.

FORMAL GRIEVANCE

(1). If the parties are unable to resolve the issue at the pre-grievance stage and the complaint goes formal, the following steps shall be taken at the Center level:

(a). The Center Lodge Representative *shall immediately inform* the Lodge President and the Chief Steward of the outcome. They shall make arrangements to transfer copies of all files, supporting evidence, and related information to the Chief Steward.

(b). The Center Lodge Representative who filed the pre-grievance *shall provide direct assistance* to the Chief Steward in the processing and handling of the formal grievance.

(2). Upon receipt of the grievance by the Chief Steward:

(a). The Chief Steward and the Grievance Committee *shall bear the responsibility* for establishing, processing, researching, and filing all formal grievances.

(b). The Chief Steward may make work assignments as necessary to insure the proper processing of the grievance.

(c). The Chief Steward shall keep the grievant, the Lodge President, and the Executive Board fully informed of the progress of the grievance.

(d). The Chief Steward may seek the assistance and advice of the Council Grievance Committee, National Field Representatives, the NFFE General Counsel and utilize other resources as needed.

(e). The Chief Steward shall make a reasonable effort to obtain resolution including ADR when appropriate.

ARBITRATION

(1). It is understood that the funds to arbitrate come from the dues paid by the membership to the Lodge. The Executive Board reserves the right, at its discretion, to:

(a). Pay the cost of arbitration in full and represent the grievant at the hearing.

(b). Pay none of the cost but represent the grievant at the hearing.

(c). Pay a portion of the cost and represent the grievant at the hearing.

(d). Decline the arbitration.

(2). If the Executive Board determines that the Lodge shall pay a portion or none of cost borne by arbitration, it shall:

(a). Inform the grievant promptly.

(b). Provide the grievant with an estimate of the portion they shall be responsible for based on the rates provided by the arbitrator.

(c). Establish an escrow account and deposit the estimated amount until the outcome of the hearing is determined.

(d). The Executive Board will establish a binding contract with the grievant to cover any additional cost above and beyond the amount deposited in escrow if the case should fail.

(e). The Lodge shall not engage in arbitration until the estimated amount has been deposited in escrow and the agreement signed. Failure to sign an agreement and make said deposit by an established due date *will result in the dismissal of the complaint*.

(3). All decisions to arbitrate shall be based *on merit and the availability of funds*.

(4). The Chief Steward shall seek a review and opinion of the Grievance Committee and/or the Council Grievance Committee and/or the General Council before recommending the arbitration of a grievance to the Lodge President and Executive Board.

(5). All recommendations to arbitrate will be provided to the Lodge President and Executive Board in writing by the Chief Steward detailing the reasoning to proceed with the arbitration.

(6). Only the Lodge President, in coordination with the Executive Board and in accordance with the Lodge's By-Laws, may invoke arbitration.

(7). The Chief Steward and the Grievance Committee shall be responsible for preparing the case, selecting the arbitrator, obtaining assistance as needed, and making all arrangements for the hearing.

(8). If the Chief Steward determines through due diligence that a grievance does not warrant arbitration he/she shall provide their findings to the Lodge President and Executive Board. The Lodge President and Executive Board retain their right to determine arbitration regardless of recommendations.

(9). If the Local President and Executive Board determine not to arbitrate, the grievant shall be informed in writing (return receipt message) by the Lodge President. A copy of the decision shall be attached to the original complaint form when filed.

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