

CHAPTER 22

ADMINISTRATIVE

GRIEVANCE SYSTEM

NOTE: This chapter should be read in conjunction with local activity instructions and with any negotiated agreements between your activity and an exclusively recognized labor organization. Contract language will generally take precedence over conflicting provisions in this manual. Areas of uncertainty should be discussed with the Human Resources Office.

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ADMINISTRATIVE GRIEVANCE SYSTEM (AGS)

1. PURPOSE

- a. Bargaining Unit Members are normally subject to the Negotiated Grievance Procedure found in their Negotiated Labor Agreement. Bargaining Unit Members are covered by the AGS when a matter covered by the AGS cannot be grieved under a negotiated grievance procedure.
- b. The Administrative Grievance System (AGS) enables employees to present grievances and seek expeditious, fair, and impartial resolution. Employees may represent themselves or be represented by someone of their choice. The choice of representative may be denied if it would result in a conflict of interest, conflicts with mission priorities or results in unreasonable costs. Employees shall be permitted a reasonable amount of time during the duty day to prepare and present their grievances. The resolution process shall be free from restraint, interference, coercion, discrimination and reprisal.

2. ADMINISTRATION

Your HRO staff is responsible for the administration of the AGS. Your HRO staff advises management and employees about the grievance procedure, maintains grievance records, and facilitates resolution of grievances.

3. PROCEDURE

- a. An employee may file a written grievance with the designated deciding official (normally the employee's second level supervisor) **within 15 calendar days following the act** or event giving rise to the grievance, or the date the employee became aware of the act or event. The employee may present a matter of concern regarding a continuing practice or condition at any time.
- b. Employees shall be given the right to represent themselves or to be represented in filing a grievance.
 - 1) A grievance must be signed and dated; and it must contain a sufficiently detailed statement of the specific issues and the personal relief sought. It must include copies of any documents in the employee's possession related to the grievance and the name, address, and telephone number of the employee's representative, if any. Issues raised by the employee in any other grievance, appeal, or complaint are not grievable under this procedure.
 - 2) The HRO shall establish and maintain a separate file for each written grievance filed under the AGS and retain that file in accordance with applicable laws, regulations, and record retention schedules. These records will be retained for four years.
 - 3) The deciding official determines whether to combine similar or identical grievances; whether and how to conduct an investigation; whether to allow the grievant's requested representative; and how much official time shall be granted to the employee and the employee's representative. The deciding official may also designate an individual to investigate a grievance and, when authorized, to make recommendations concerning its disposition. The investigator must not have been



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involved in the grievance or the matter being grieved or occupy a position subordinate to any official involved in the matter, unless the official involved is the activity director.

- c. The deciding official shall fully and fairly consider the grievance and issue a written decision, to include the basis for his or her decision. The decision shall be issued as soon as possible, but no later than 60 days from the filing of the grievance.
 - 1) The deciding official may extend time frames when warranted by special circumstances (e.g., when those involved are geographically dispersed or where an outside fact-finder is used in the process).
 - a) A grievance, or portion of a grievance, may be canceled or temporarily suspended under the following situations:
 - Grievant or grievance is excluded from coverage.
 - Grievant fails to comply with applicable time limits or procedural requirements or requests actions be taken against another employee.
 - Employee raises the matter under another formal dispute resolution process.
 - By the deciding official at the grievant's request.
 - 2) A deciding official's decision on the merits of the grievance is final and not subject to review.

4. ISSUES EXCLUDED FROM THE ADMINISTRATIVE GRIEVANCE SYSTEM



- a. Content of established Navy and DOD regulations and policy.
- b. Any matter subject to formal review and adjudication by the Merit Systems Protection Board, the Office of Personnel Management, the Equal Employment Opportunity Commission, or the Federal Labor Relations Authority.
- c. Any matter that the employee files under another review or reconsideration procedure or dispute resolution process within DOD.
- d. Non-selection for promotion from a group of properly ranked and certified candidates, or failure to receive a non-competitive promotion.
- e. A preliminary notice of an action which, if effected, would be covered under the grievance system or excluded under paragraph c., above.
- f. The substance of an employee's performance elements, standards or work objectives.
- g. Determinations concerning awards, additional step increases, recruitment or relocation bonuses, retention allowances, physicians comparability or additional pay allowances, supervisory differentials, critical position pay, or dual compensation waivers.
- h. Any action taken under a voluntary, formal agreement entered into by an employee involving geographic relocation or return from an overseas assignment.

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- i. Termination of a probationer, return of an employee serving supervisory or managerial probation to a non-supervisory or non-managerial position, or separation or termination of an employee during a trial period.
- j. Termination or expiration of a time-limited excepted appointment, a term or temporary appointment or promotion, on the date specified as a condition of employment at the time the appointment or promotion was made.
- k. The termination of a temporary or term promotion at a time, (other than in paragraph j., above) provided the employee was informed in advance of the temporary nature of the appointment or promotion and the employee was returned to his or her former position from which temporarily promoted or to a different position of equivalent grade and pay.
- l. A separation or termination action.
- m. Any additional exclusions as requested by a DOD component and approved by the DOD.
- n. Oral admonishments and letters of caution.
- o. For Senior Executive Service (SES) employees, performance evaluations and awards (including meritorious or distinguished executive rank awards), reassignment following receipt of an unsatisfactory rating, return to another pay system during the one-year period of probation or for less than fully successful executive performance, or for failure to be recertified, conditional recertification or termination during probation for unacceptable performance.
- p. SES or senior level pay rate changes.

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