**ARTICLE 30**

**Expedited Arbitration**

**Section 1**

**Any grievance filed prior to July 9, 2018, concerning the assignment of ratings of record; or the award of any form of incentive pay, including cash awards; quality step increases; or recruitment, retention, or relocation payments, cannot move to binding arbitration.**

This expedited arbitration procedure is intended to provide prompt and efficient resolution of certain matters. Accordingly, the Parties agree to submit grievances concerning the following matters to arbitration in accordance with the terms of this Agreement:

A. Suspension of fourteen (14) days or less;

B. Written reprimands;

C. Denials of annual, sick, or leave without pay;

D. ~~Performance appraisals, or~~ career promotion denial;

E. Any other matter which the Parties, by mutual agreement, may determine;

F. In no case will a matter be submitted under this procedure which includes allegations of EEO violations.

**Section 2**

The request for arbitration under this article must be made within five (5) workdays after receipt of the final decision by the National Counsel, or, if no final decision is issued, within five (5) workdays from the date each decision should have been issued. If not appealed within this time limit, the Union will have the option of appealing through the regular arbitration procedure. The Union will keep the Employer timely notified of the address of the appropriate National Counsel.

**Section 3**

A. When arbitration is invoked by the Union, the Parties will, within five (5) workdays after invocation, request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service. These arbitrators will be from the Washington, D.C. metropolitan area for headquarters grievances, or from the local work site metropolitan area or, metropolitan area encompassing the regional office for grievances arising in the regions or National Hearing Centers.

B. Management and the Union will meet within five (5) workdays after both Parties have received the list to seek agreement on an arbitrator.

C. If the Parties cannot agree on an arbitrator, Management and the Union will strike one (1) name from the list alternately until one (1) name remains. The remaining person shall be the duly selected arbitrator. The toss of a coin shall determine whether Management or the Union strikes the first name.

D. The arbitrator will conduct the hearing within fifteen (15) calendar days after being notified of his/her selection. If the arbitrator is unable to hear this case within this time frame, the next arbitrator on the list will be selected.

**Section 4**

The following procedures will apply to the arbitration of any dispute under this procedure:

A. The arbitration hearing shall be held during the regular workhours of the basic workweek at a convenient site arranged by the Employer.

B. The Parties have the right to issue opening and closing statements, and to present and cross examine witnesses.

C. Attendance at the hearing will be limited to those determined by the arbitrator to have direct knowledge of the circumstances and factors bearing on the case. The arbitrator may exclude any testimony or evidence which he/she determines irrelevant or unduly repetitious.

D. Witnesses will normally be present at the hearing only while testifying and should be permitted to testify only in the presence of the aggrieved employee or his/her representative and the Employer's representatives.

E. The grievant~~'s~~ ~~representative~~ and all employees of the Employer who are called as witnesses, and who are on active duty status, ~~shall be excused from duty~~ **may use taxpayer-funded union time or be on non-duty time** to the extent necessary to participate in the arbitration proceedings ~~without loss of pay~~. ~~If an employee must be excused from duty, the amount of time to testify will be charged to official time.~~ The arbitrator shall have sole discretion to determine who may testify. **Employees serving as representatives, technical advisors, or observers may not use taxpayer-funded union time to pursue arbitration of grievances.**

F. The hearing shall be informal, and strict rules of evidence will not apply. However, all testimony shall be made under oath or affirmation.

G. Bargaining history testimony may be introduced, as appropriate.

H. There will be no transcript.

**Section 5**

A. The arbitrator will issue a brief written decision within fifteen (15) workdays of the close of the hearing. This decision will be final and binding on both Parties. However, either Party may file exceptions to an award with the Federal Labor Relations Authority, under regulations prescribed by the Authority.

B. The arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement, agency policies or regulations. His/her award will be limited to the issues presented at arbitration.

C. The arbitrator shall have the authority to make all arbitrability and/or grievability determinations. The arbitrator shall make such determinations prior to addressing the merits of the original grievance.

**Section 6**

The arbitrator's fee and expenses of the arbitration, if any, shall be borne equally by the Parties unless otherwise stated in this Agreement.

**Section 7**

This article applies to non-preference eligible, excepted-service employees to the extent not prohibited by law and regulation.