



MEMORANDUM OF UNDERSTANDING

**Between the
U.S. Office of Personnel
Management**

**and the
American Federation of
Government Employees
Local 32**

**Effective
November 3, 2010**

a New Day for the Federal Service

MEMORANDUM OF UNDERSTANDING (MOU)

Between the U. S. Office of Personnel Management (OPM)

And the American Federation of Government Employees (AFGE), Local 32

The following constitutes the full agreement concerning the implementation of Local 32 bargaining unit employees' use of dispute resolution services provided by the Office of the Ombudsman.

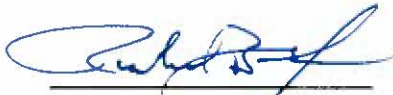
1. When a bargaining unit employee requests assistance from the Ombudsman's Office, they will be given a copy of the "Information on the Office of the OPM Ombudsman" (attached) to read, ask questions, and sign before the case begins. The employee will receive a copy of the executed document.
2. When a bargaining unit employee requests assistance from the Ombudsman's Office, they will also receive a copy of the Acknowledgement of Rights (attached) to read, ask questions, and sign before the case begins. The employee will receive a copy of the executed document.
3. Upon the effective date of this Memorandum of Understanding, if a negotiated grievance is pending under Article 22, up to the invocation of an arbitration request, upon notice to the appropriate Human Resources representative, or to the appropriate Local 32 representative, either side may contact the Ombudsman's office to utilize their services to attempt informal resolution. On a case by case basis, the Ombudsman's office may reach a mutual agreement with Management and Local 32 to a stay of the Article 22 timeframes. At the end of the agreed upon timeframes, if a resolution has not been reached, no more than a three workday extension may be mutually agreed upon or the grievance procedure timeframe will continue from where it stopped.
4. The Ombudsman and AFGE Local 32 will meet bi-annually starting January 2011 to identify trends and resolution relating to bargaining unit complaints. The union and agency may include this information in their discussions with the LMC and EEO advisory committees.
5. The Ombudsman will not replace, supplant, take the place of or otherwise delay deadlines associated with complaints of employment discrimination of the Equal Employment Opportunity Commission regulations.

6. Nothing in this MOU will preclude the parties from exercising their rights to future impact and implementation bargaining and negotiated grievance appeal, or third-party dispute resolution procedures.

Effective Date: November 3, 2010

For OPM:

For AFGE Local 32:



Richard B. Lowe
Director, Executive Secretariat
And Ombudsman

11/3/10
Date



Michelle R. Tolson
American Federation of
Government Employees, Local 32

11/3/10
Date

Attachments:

Information on the Office of the Ombudsman dated 11/2010

Acknowledgement of Rights dated 11/2010

ACKNOWLEDGEMENT OF RIGHTS

I hereby acknowledge that I fully understand that using the informal process of the Ombudsman's Office:

Does not stop or change the timeframes established by the negotiated grievance process and/or the administrative grievance process, because I am attempting to informally resolve any matters I have brought to the Ombudsman and that I am required to adhere to those timeframes at each step.

Timeframes:

Negotiated Grievance

AFGE Local 32 (Central Office, 8/1999)

Article 22 (Section 4 [a]): Within **15 workdays** of the date the employee becomes knowledgeable of the events or action promoting the misunderstanding or dispute. <http://theo.opm.gov/hreeo/word/cba99.doc>

Within **40 workdays** if involving a performance appraisal, in accordance with the Memorandum of Understanding amending Article 22 (Section 4 [a]) signed September 25, 2003.

Administrative Grievance:

Within **15 calendar** days after the event, action, decision or occurrence, a grievance about a continuing condition or practice may be filed at any time.

The Ombudsman's Office does not provide services for matters which have regulatory appeal rights, e.g., the Merit Systems Protection Board, www.mspb.gov; Equal Employment Opportunity Commission, www.eeoc.gov; or the Office of Special Counsel, www.osc.gov . Upon request, timeframes for filing to those parties will be provided.

I hereby acknowledge that I have had the opportunity to ask and had my questions answered about the required timeframes in the negotiated grievance process and/or the administrative grievance process

Printed Name: _____

Signature: _____

Date: _____

Information on the Office of the OPM Ombudsman

- ___ 1. We are neutral, independent and a confidential resource that allows employees to resolve disputes from a neutral, independent viewpoint
- ___ 2. We remain free from control or interference of any OPM employee in carrying out our duties.
- ___ 3. We encourage open and effective communication between and among all OPM managers and employees to discuss and resolve issues affecting OPM.
- ___ 4. We maintain confidentiality of dispute resolution communications made by employees unless the party making the disclosure consents to disclosure, or as required by law.
- ___ 5. We consider all sides in an impartial and objective way.
- ___ 6. We will help develop fair solutions to complex and difficult problems.
- ___ 7. We will help raise and resolve issues of concern and complaints regarding the Agency meeting courtesy, service, and timeliness standards.
- ___ 8. We are not an advocate for employees or management.
- ___ 9. We are not deciding officials.
- ___ 10. We cannot direct that a certain action be taken.
- ___ 11. We do not provide services for matters which have regulatory appeal processes.
- ___ 12. If you have a right to file a grievance or take your matter to a regulatory appeal process, the timeframes do not stop because you are talking with the OMBUDSMAN office.

SIGNATURE MERELY INDICATES RECEIPT OF THIS DOCUMENT AND ACKNOWLEDGEMENT THAT EMPLOYEE HAS HAD AN OPPORTUNITY TO ASK QUESTIONS ABOUT THE CONTENT AND RECEIVE ANSWERS.

OMBUDSMAN'S OFFICE

Barbara Malebranche

Date

EMPLOYEE

PRINTED NAME

Date

OPM 1800

November 2010