

PROCEDURAL HISTORY

? is hereinafter referred to as "Company" *or "Agency", as the case may be.* ? is hereinafter referred to as "Union" *or "Association, as the case may be.* ? is hereinafter referred to as "Grievant".

The next paragraph is one way of getting started. Another would be to start with the disciplinary process. See the following alternative paragraph.

Grievance no. ? was submitted to the Company in writing on ? and thereafter processed in accordance with Article ? "?", Section ? "?" of the Agreement between the Company and Union first effective ? (hereinafter "20? Agreement"). Following unsuccessful attempts at resolving the grievance it was referred to arbitration in accordance with Article ?, Section "?" of the 20? Agreement. Using the services of the Federal Mediation and Conciliation Service, [Insert your name] was appointed as Arbitrator. [In tripartite cases, add: _____ and _____ served as the Company- and Union-appointed arbitrators, respectively.]

Alternative, especially useful in paper heavy disciplinary cases, if you are comfortable using a scanner. Jane Doe, Director, 10000th Aircraft Maintenance Squadron, formally notified the Grievant that she was proposing to suspend the Grievant by memo dated 10 February 2019 and mailed 17 February 2019, the subject of which was "Notice of Proposed Suspension". Doe wrote, in pertinent part:

1. This is a notice of proposed action to suspend you from duty without pay for 14 days to be effective not earlier than 20 days after receipt of this notice based on a charge of making inappropriate comments as specified below:

In February 2018, you approached a female coworker and told her that since she had been TDY, you needed to change her oil.

In October 2018, you approached a female coworker and asked her how much you had to pay to be her friend.

2. Each of the incidents cited in paragraph 1 above is considered a separate specification to the charge of making inappropriate comments.

3. In proposing this action, it was considered that you have two prior disciplinary actions. You were suspended from duty without pay for 3 days beginning 20 October 2017 based on charges of negligence, inappropriate conduct, making an inappropriate comment and loafing while on duty. Also, you were suspended from duty without pay for 1 day on 29 November 2016 based on a charge of careless workmanship.

Continue on with the rest of the paper work through imposition of discipline.

An arbitration hearing was held at the ?, ? on ?. During the course of the hearing the Arbitrator afforded both parties full opportunity for the presentation of evidence, examination and cross-examination of witnesses, and oral argument. Witnesses were sequestered during the hearing, with the usual exceptions, ***if this was the case.***

A stenotype ? record and transcript of the arbitration hearing were prepared by or under the direction of ?. The Arbitrator received electronic versions of the transcript on ... and a hard copy on

The parties elected to file post-hearing briefs. The Arbitrator received timely, electronically filed briefs from both parties. The Arbitrator received the last brief on ?.

Alternative: The Arbitrator received timely, electronically filed briefs from both parties on

The parties stipulated that the grievance and arbitration were timely and properly submitted to the Arbitrator.

Choose one of the following three paragraphs or a variation.

The parties agreed that the Arbitrator could determine the issues to be resolved in the instant arbitration after receiving the evidence and arguments presented.

The parties stipulated that the issues to be resolved in the instant arbitration are:

The parties stipulated that the issues to be resolved in the instant arbitration are whether the suspension and discharge of the Grievant were for just cause and, if not, what shall be the remedy.

PERTINENT PROVISIONS OF THE 20? AGREEMENT

BACKGROUND

When doing a full blown decision, I usually begin the Discussion with one or another of the next two paragraphs – but not always.

Set forth in this Background is a summary of undisputed facts and evidence regarding disputed facts sufficient to understand the parties' positions. Other facts and evidence may be noted in the Discussion below to the extent knowledge of either is necessary to understand the Arbitrator's decision.

The facts in this case are largely undisputed and are hereinafter summarized. Where, however, relevant evidence regarding pertinent facts conflicts, the evidence is summarized.

POSITIONS OF THE PARTIES

I customarily put the Company's position first in discipline/discharge cases and the Union's first in others. Be sensitive to how the parties refers to themselves, e.g. "City" or County or "Union" or "Association". Modify what follows accordingly, i.e. change "Union" to "Association" if appropriate.

UNION/ASSOCIATION

The Union contends that

Use this format if you're quoting from a brief.

The Union contends:

The Union contends that

The Union contends that

The Union contends that

The Union contends that

The Union contends that

The Union contends that

The Union contends that

The Union contends that

The Union contends that

The Union contends that

The Union contends that

The Union contends that

The Union contends that

The Union requests the Arbitrator grant Grievance no. ? and direct the Company to ? and make him/her whole for all pay and benefits lost as a result of ?.

COMPANY/AGENCY

The Company contends that

The Company contends that

The Company contends that

The Company contends that

The Company contends that

The Company contends that

The Company contends that

The Company contends that

The Company contends that

The Company contends that

The Company contends that

The Company contends that

The Company requests the Arbitrator deny Grievance no. ?.

DISCUSSION

The stipulated issues to be resolved in the present arbitration are ... ***[if the parties stipulated the issue and you quoted it in the Procedural History, use the same phraseology here].***

The Arbitrator finds ***[Here or at the end you want to make the ultimate finding phrased in the terms of the issue, especially if the parties stipulated it. E.g. If the parties stipulated the issue to be whether the discharge of the Grievant was for just cause, you want to specifically find that the discharge was (or was not, as the case may be) for just cause.]*** and therefore grants/denies Grievance no. ____ ***[if you are granting the grievance add the next phrase]*** and directs the remedy set out below. The Arbitrator's reasoning follows.

AWARD

Having heard or read and carefully reviewed the evidence and argumentative materials in this case and in light of the above Discussion, the Arbitrator grants/denies Grievance no. ?.

The Arbitrator directs the Company to reinstate the Grievant to his/her former job with full seniority and to make him/her whole for all time and benefits lost as a result of his discharge without proper cause. From any back pay due the Grievant the Company may subtract an amount equal to the total of (1) sums paid the Grievant for unemployment compensation as a result of having been unemployed from ? working days after ? to the date of his/her reinstatement in accordance with this Award and (2) sums earned by the Grievant during that same period as a result of substitute employment. If the Company elects to reduce back pay due the Grievant as a result of his/her having been paid unemployment compensation, the Company shall pay to whatever governmental agency paid unemployment compensation to the Grievant an amount equal to the amount by which the Company reduces back pay due the Grievant for unemployment compensation paid him/her.

[SEE "JUST CAUSE.DOC", BOOKMARK "FEDERAL-BACKPAY" FOR A FORM WHEN AWARDING BACK PAY IN THE FEDERAL SECTOR.]

The Arbitrator will retain jurisdiction of the present grievance until ? to resolve disputes regarding the remedy directed herein, if any. If the Union or the Company advises the Arbitrator by telephone or other means of any dispute regarding the remedy directed on or before 4:30 p.m. Eastern Time on ?, the Arbitrator's jurisdiction shall be

extended for so long as is necessary to resolve disputes regarding the remedy. If the Arbitrator is not advised of the existence of a dispute regarding the remedy directed herein by that time and date, the Arbitrator's jurisdiction over this grievance shall then cease.

Dated:

Your name, Arbitrator
Your City, State