

Memorandum of Agreement
between the
Air Force Flight Test Center (AFFTC)
and
IAFF Local F-53

Alternative Dispute Resolution (ADR) Procedures

1. This agreement establishes guidelines for implementation and administration of the AFFTC ADR Plan for IAFF bargaining unit employees. The plan involves mediation, but may be expanded to include other ADR processes as appropriate upon mutual agreement of the parties.
2. It is agreed and understood the ADR program has worked well at other locations, but is new within the collective bargaining processes at Edwards AFB and success will depend upon the full support of management, IAFF, and the employees. Either party may request that the provisions of the AFFTC ADR Plan or this agreement be renegotiated by providing written notice to the other party no earlier than one (1) year from the date of signature.
3. In accordance with the AFFTC ADR Plan, the EEO manager, will act as the ADR Program Coordinator. The Union is authorized to appoint its own point of contact for workplace ADR. IAFF and management will work in partnership to market the ADR program to the bargaining unit employees.
4. This MOA does not apply to cases arising from claims of discrimination under Title VII, Rehabilitation Act of 1973 and Age Discrimination in Employment Act. It is agreed and understood the intent is to augment the negotiated grievance procedure (NGP) Article 23, and Unfair Labor Practice (ULP) charges, Article 25 of the Agreement between the AFFTC and IAFF Local F-53 not replace the parties' rights under the NGP or Federal statute. Agreements that do not violate law, regulation, or current negotiated agreements shall be considered binding.

However, no rights of management, IAFF, or the employee are waived in the event a valid agreement is not attained.

5. In order to assure open discussion, it is agreed all ADR sessions will be considered confidential and the only record of proceedings that will be maintained will be the final settlement agreement. ADR Program personnel are considered neutral parties responsible only for facilitation of mediation. They will respect confidentiality as much as possible within the bounds of law, rule, regulation, and negotiated agreements.

6. With the exception of cases arising under Title VII, Rehabilitation Act of 1973 and Age Discrimination in Employment Act, all settlement agreements involving IAFF bargaining unit employees will be provided in writing to the ADR Program Coordinator or designee, and will be subject to review by the IAFF Local F-53 President or designee, and other appropriate offices before being considered final. Review of tentative agreements will be for compliance with law, regulation, and negotiated agreements as opposed to substance. This review will normally be completed within 5 workdays from receipt.

7. It is agreed that settlement agreements derived through the ADR process are drafted to resolve individual cases. They will not be considered as precedents or past practice, and may not be produced as evidence at subsequent litigation unless directly related to the subject and situation (e.g., litigation evolving from failure to comply with the settlement agreement).

8. The purpose of the ADR Program is to resolve disputes at the lowest practical level. Participation in the program is strictly voluntary and there will be no penalty, reprisal, or adverse impact toward a person that does not choose to participate.

9. Grievances. It is agreed timely resolution to disputes is in the best interest of all parties and use of ADR procedures will be most effective prior to the formal

Step 1 grievance (Article 23, Section 8). Employees desiring to utilize the ADR process will notify their first level supervisor, or union official immediately following any informal discussion as described in Section 8. The supervisor will immediately notify the Labor Relations Office regarding the employee's request. The Labor Relations Office will notify the IAFF ADR point of contact and the ADR Coordinator to begin the mediation process. The ADR Program Coordinator will schedule coordination meetings with a Mediator (or other ADR personnel in the event a process other than mediation is used), or notify the requesting party the request for ADR has been denied within 5 workdays. The time limits established in Article 23 of the Collective Bargaining Agreement will be extended in accordance Section 14 for up to 14 days in order to facilitate the ADR process with the intent being for ADR sessions to be conducted within 14 days of election. The negotiated grievance process will be considered held in abeyance during the ADR process. In the event the dispute is not resolved using the ADR process the grievance timelines will commence with the employee filing their grievance at Step 1.

10. Unfair Labor Practice charges. In an attempt to resolve issues quickly and at the lowest level, the informal ULP charge will first be filed with the labor relations officer or IAFF Local F-53 President before filing with the Federal Labor Relations Authority (FLRA). The Parties will have 10 workdays to meet and discuss the matter. If the matter is not resolved within 10 workdays from the date of the initial meeting, the Parties may agree to use a mediator. The Parties will notify the ADR Program Coordinator of their election to mediate their dispute. The ADR Program Coordinator will begin the mediator selection process. Use of the ADR procedures in ULP disputes will not impact the charging party's right to formally file their ULP charge within the timeframe allowed by the Statute.

11. It is recognized that in order for mediation to be an effective ADR process the Mediators must be neutral, well trained, and provided appropriate duty time to perform the duties. Use of outside Mediators may be used when it is determined

to be in the best interest of the parties and reciprocal agreements to provide like services to other agencies is authorized. In the event Mediators assigned to Edwards AFB are to be used, the following selection procedure will be used:

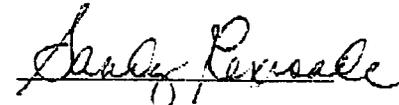
- a. The ADR Program Coordinator will review and approve appropriate candidates as nominated by either party to establish and maintain a pool of trained Mediators. The Agency will provide appropriate training for personnel selected.
- b. The ADR Program Coordinator will maintain a roster of trained mediators, and assign cases to available mediators in order to assure fair and equitable assignment subject to agreement of the disputing parties. Mediators will be removed from the roster upon their request, or as mutually agreed by the IAFFLocal F-53 President and the ADR Program Coordinator.
- c. The IAFFLocal F-53 President and the ADR Program Coordinator will resolve conflicts or complaints concerning Mediator performance. Disputes that cannot be resolved will be forwarded through appropriate channels in accordance with AF guidelines (currently to SAF/GCQ).

12. It is agreed that Official Time in accordance with 5 USC 7131 is appropriate for bargaining unit employees and stewards/officers involved in the ADR process. The labor relations office will be responsible for coordination with the appropriate manager for use of official time.


DAVID O. SMITH

President

IAFFLocal F-53

Oct. 03, 02
SANDY REXROADE

Labor Relations Officer

AFTTC

Oct 3, 2002