

MEMORANDUM OF AGREEMENT GRIEVANCE MEDIATION

The parties enter into this agreement pursuant to Section 6.07 of the Master Labor Agreement (MLA). This agreement does not replace the negotiated grievance procedure (NGP) or the time limits therein.

EMPLOYEE ELECTION

1. When an employee files an AFMC Form 913 under Section 6.08, he/she is entitled under the MLA to meet with a union steward in preparation for the Step 1 meeting. Under this MOA, the preparatory meeting will be held within 7 days of the receipt of the 913 Form by the first level supervisor. The union representative will advise the employee of the option to pursue mediation of the grievance.
2. The employee will be considered to have elected the NGP when he/she attends the Step 1 grievance meeting under Section 6.08. Upon signing this agreement, the parties agree that in processing future grievance forms, all DMOs will provide the grievant a Step 1 decision IAW 6.08, and will now also provide the union representative a copy of the Step 1 grievance decision.
3. The employee will be considered to have elected grievance mediation by indicating such in the appropriate block on the 913 Form. This form will be given to the DMO upon completion of the preparatory meeting or any time prior to the Step 1 grievance meeting. The grievance will be considered in abeyance pending the mediation cycle time limits discussed below.

MEDIATION CYCLE

4. The DMO will fax the 913 to DPCEL within 1 day of receipt.
5. DPCEL will assign a tracking number (GM01-001, etc), and appoint a mediator with coordination of the Union's Mediation Representative (UMR). DPCEL will contact and advise the appointed mediator who the management official is to be contacted. It is the intent of the parties that the management official will be at the lowest organizational level necessary to resolve the matter. Mediators will be rotated from a roster containing both management and union mediators, alternating in a fair and equitable manner.
6. DPCEL will strive to schedule a meeting with the employee and the management official within 15 days of appointment.

7. If a tentative agreement is reached in the mediation meeting, the mediator will provide DPCEL a signed copy of this agreement. DPCEL will ensure the UMR is provided a copy of the tentative agreement on the same day received by DPCEL. Tentative agreements will become binding when approved by JA. If the tentative agreement is not approved, it will be returned to the NGP after 7 days.
8. If an agreement is not reached through mediation, the grievance is returned to the DMO who will have 10 days to schedule the Step 1 meeting. The Union Representative may then complete preparation of the grievance for the Step 1 meeting in accordance with Section 4.06 of the MLA. The matter is thereafter considered timely under the NGP time limits and procedures (Section 6.08).
9. It is the intent of the parties that grievance mediation proceeds smoothly and expeditiously in order to enhance likelihood of an agreement. In the event the parties are unable to meet the mediation timeline, the procedures in Section 6.04 of the MLA will be used to request an extension for the mediation session.

TENETS

10. The purpose of grievance mediation is to resolve disputes at the lowest practical level; therefore, it is agreed participation during mediation sessions will be without representation on either side. Participation in the program is strictly voluntary and there will be no penalty, reprisal, or adverse impact toward a person that does or does not choose to participate.
11. It is recognized that in order for mediation to be an effective ADR process, the mediators must be well trained. The Agency will provide training for an initial cadre of mediators, equal in numbers, from the union and management. Mediators will be removed from the roster upon their written request, or as mutually agreed by the AFGE Local 987 President and DPCEL. The Union or the Agency may bypass a mediator for a particular dispute when circumstances dictate (e.g., the mediator is the union representative handling the grievance or the mediator is the EMR specialist who assisted in the disciplinary action, etc.). In these circumstances, the party objecting will provide written notice to the other party with the rationale.
12. In order to ensure that the confidential nature of the mediation session is not compromised, participation as a mediator or observer in a mediation session bars subsequent involvement in the NGP, in arbitration proceedings, or any other administrative process.

13. It is understood by the parties that duty time will be provided to support this program and ensure its success. In that spirit, management will afford fair and equitable release and availability of all mediators when it is their turn in the rotation. It is agreed official time, IAW Article 4 of the MLA, is appropriate for both bargaining unit participants and mediators during mediation sessions. In those instances where workload does not allow the mediator to be released within the mediation cycle time limits, the mediator may request a time limit extension under Section 6.04. Upon mutual agreement, another mediator may be substituted. The unreleased mediator will maintain his/her standing in the rotation.
14. In order to assure open discussion, it is agreed that all mediation sessions will be considered confidential and the only record of the proceedings will be the final settlement agreement. Mediators are considered neutral parties responsible for the facilitation of discussion. All parties will respect the confidentiality of persons involved with the mediation process.
15. The additional duties as a mediator will be voluntary in nature. The established procedures for documentation and credit of the work experience shall be utilized when initiated by the employee.

/s/ Robert Williams

/s/ Delores Hicks

For the Agency

For the Union

6 Nov 01

6 Nov 01

Date

Date