

Memorandum of Agreement  
between the  
Air Force Flight Test Center (AFFTC)  
and  
SATCO

Alternative Dispute Resolution (ADR) Procedures

1. This Memorandum of agreement (MOA) establishes the guidelines for the implementation and administration of the ADR program for members of the SATCO bargaining unit. This agreement involves mediation, but may be expanded to include other ADR processes as appropriate with the consent of both parties.
2. It is agreed that the success of this program will depend upon the full support of management and SATCO. Either party may cancel this MOA by written notice to the other.
3. The Edwards AFB EEO manager will act as the ADR Program Coordinator. The Union shall appoint its own point of contact for work place ADR.
4. This MOA does not apply to cases arising from claims of discrimination under Title VII, Rehabilitation Act of 1973 and Age Discrimination Act.
5. It is agreed and understood that this ADR program may, with SATCO's concurrence, be used as an alternative to the negotiated grievance procedures (NGP) and Unfair Labor Practice (ULP) procedures set forth in the Collective Bargaining Agreement (CBA) between SATCO and the Air Force.
6. It is agreed that any employee in the SATCO bargaining unit wishing to use the ADR program must have SATCO's written approval before proceeding.
7. It is agreed that a SATCO representative shall represent any SATCO bargaining unit member at all meetings conducted under the auspices of the ADR program when a member of the SATCO bargaining unit is a party to the meeting. Additionally, any agreement reached must have the SATCO representative's written approval.
8. It is agreed that SATCO must review in writing, all ADR agreements involving members. Agreements will not be binding until all outstanding issues under the review process are resolved to the satisfaction of all parties.
9. Any settlement agreement entered into under the ADR program shall not be considered as precedent setting in any other forum.
10. It is agreed that a request for the use of the ADR

procedures will be most effective immediately after the filing of a formal step 1 grievance or ULP. The supervisor and SATCO shall have two work days to agree on whether the ADR procedure will be used as an alternative to the NGP or ULP procedure. If the employee/SATCO and the supervisor elect to use the ADR program, the supervisor will immediately notify the Labor Relations Office regarding the election. The Labor Relations Office will notify the ADR coordinator to begin the mediation process. The ADR Program Coordinator will schedule coordination meetings with a mediator or notify the requesting party the request for ADR has been denied within three (3) work days from receipt of the request by the Labor Relations Office. The time limits established in Articles 29 and 31 will run concurrently with the ADR program. These time limits may be held in abeyance or a new time limit established by mutual consent of the supervisor and SATCO.

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 duties. Use of outside Mediators may be used when it is in the best interest of the parties and reciprocal agreements to provide like services to other agencies is authorized.

12. For Mediators assigned to Edwards AFB the following selection procedure will be used:

a. The ADR Program Coordinator shall maintain a roster of trained mediators nominated by both management and SATCO. The agency will provide appropriate training for the nominated personnel.

b. The ADR Coordinator shall furnish the parties a list of no less than three (3) Mediators. Either party may reject any mediator without cause.

12. It is agreed that either party may withdraw from any mediation process at any time.

13. It is agreed that Official Time in accordance with U.S.C. §7131 is appropriate for any bargaining unit employee involved in the ADR process.

REX B. CAMPBELL  
REX B. CAMPBELL  
SATCO Representative

SANDY REXROADE  
SANDY REXROADE  
Labor Relations Officer  
AFMTC

Date 10/31/02

Date 11/4/02