

# NEGOTIATED AGREEMENT

BETWEEN

HEADQUARTERS, 101<sup>ST</sup> AIRBORNE DIVISION (AIR ASSAULT) and FORT CAMPBELL

MEDICAL DEPARTMENT ACTIVITY – FORT CAMPBELL

DENTAL ACTIVITY – FORT CAMPBELL

AND

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES  
LOCAL 2022

FORT CAMPBELL, KENTUCKY

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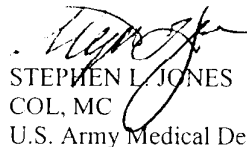
This is an agreement between Headquarters, 101<sup>st</sup> Airborne Division (Air Assault) and Fort Campbell; Medical Department Activity-Fort Campbell, Dental Activity-Fort Campbell AND American Federation of Government Employees, Local 2022, Fort Campbell, KY to implement the attached Fort Campbell Alternative Dispute Resolution (ADR) Policy.

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IN WITNESS THERE OF, the parties here to have entered into this agreement, this 1st day of April in the year 2003.



KIM L. SUMMERS  
COL, AV  
Commander USAG



STEPHEN L. JONES  
COL, MC  
U.S. Army Medical Department Activity



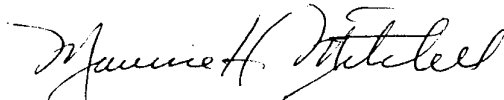
DAVID B. CLEM  
COL, DC  
U.S. Army Dental Activity



THOMAS G. SLATON  
President American Federation of  
Government Employees, Local 2022



GAYLE G. CONNELLY  
Equal Employment Opportunity Officer



MAURICE H. MITCHELL  
Labor Relations Officer

**FORT CAMPBELL, KENTUCKY**  
**Alternative Dispute Resolution**  
**Policy**

**1. References.**

- a. Alternative Dispute Resolution Act 1990 (Public Law 101-552).
- b. 29 Code of Federal Regulations (CFR) 1614, Federal Sector Equal Employment Opportunity, dtd. 9 Nov 99.
- c. EEOC, EEO Management Directive 110, Federal Sector Complaints Processing Manual, dtd 28 Oct 99.
- d. Army regulation (AR) 690-600, Equal Employment Opportunity Discrimination Complaints.
- e. Chapter 71, Title 5, United States Code, "The Federal Service Labor-Management Relations Statute."
- f. Collective Bargaining Agreement (CBA), Fort Campbell and AFGC Local 2022, dtd Oct 28, 1998.

2. **Purpose.** The purpose of this policy is to establish an Alternative Dispute Resolution process of non-traditional methods of resolving conflicts consensually. This policy will be referred to as the Fort Campbell Alternative Dispute Resolution (FCADR) program. ADR does not replace traditional statutory or regulatory processes. It is an alternative designed to facilitate early resolution of issues.

3. **Scope.** This plan applies to all types of workplace disputes including, but not limited to, EEO complaints and grievances. FCADR program may offer ADR to individuals as an alternative to traditional procedures. Participation by the employee is voluntary. ADR may be considered at every stage of dispute processing.

3. **Policy:** Commanders and management will actively support early resolution of workplace disputes. FCADR will be implemented using a team approach including core representatives from the EEO, Legal, CPAC, and appropriate Union representatives. The EEO office and Civilian Personnel Advisory Center are the proponents for FCADR. Participants will be afforded a process that facilitates free and frank communication, an honest exchange of views, and a sincere attempt to resolve areas of dispute. Participants in the FCADR process will respect the privacy of all parties involved.

**4. Roles and Responsibilities.**

- a. **The Commander**
  - (1) Champions FCADR Program
  - (2) Provides necessary resources to support the FCADR program.
- b. **Quality Management Board (QMB)**
  - (1) Champions FCADR Program.
  - (2) Provides necessary resources to support FCADR program.
- c. **EEO Officer**
  - (1) Administers the Alternate Dispute Resolution Program for EEO.
  - (2) Offers participation in ADR to aggrieved person as appropriate.
  - (3) Coordinates EEO settlements and monitors compliance.
- d. **Civilian Personnel Representative**
  - (1) Provides civilian personnel expertise as required.
  - (2) Coordinates on settlement agreements as required.

- e. **Labor Relations Officer**
  - (1) Administers grievance ADR program.
  - (2) Facilitates Peer Panel Reviews for grievance ADR.
  - (3) Insures Peer Panel trained.
  
- f. **Labor Counselor**
  - (1) Coordinates on signed settlements and agreements
  - (2) Provides advice and input prior to decision to offer ADR.
  
- g. **Resolution Official**
  - (1) Identified by the EEO Officer or agency as the individual with authority to engage in resolution discussions and to sign and execute settlement agreements, (i.e. the Principal Agency Witness (PAW), second or third line supervisor, Director, or Commander).
  - (2) Participates in good faith in the ADR program.
  - (3) Assures execution of terms outlined in the resolution agreement and notifies EEO Officer upon completion. Supplies EEO Officer applicable documentation of action taken.
  
- h. **Supervisors/Managers/Union**
  - (1) Seek to resolve workplace disputes at the lowest possible level.
  - (2) Consult with CPAC, EEO, and/or Legal Office.
  - (3) Participate in good faith in the FCADR process.
  - (4) Cooperate in resolution efforts and sign settlement agreements.
  
- i. **Aggrieved Person**
  - (1) Participates in good faith in mediation.
  - (2) Cooperates in settlement efforts and signs, settlement agreement (if applicable).

## 5. EEO-Raising the Issue

Following initiation of the pre-complaint process and after reviewing the Informal Complaint Intake Interview Summary, the EEO Officer will determine on a case-by-case basis, if the issues of the complaint are appropriate for ADR. There will be few reasons for not offering some form of ADR. Issues not appropriate for ADR include termination, non-selection and sexual harassment. If an employee elects to participate in ADR the time limit for processing the complaint will be extended to 90 days. The aggrieved person may elect to participate in ADR or proceed through traditional EEO counseling.

## 6. Grievance-Raising the Issue

At any stage of the grievance procedure either the grievant or management may seek to resolve the conflict by requesting the use of ADR techniques. ADR will only be used if both the grievant and management official involved mutually agree to it. Except when Peer Review Panel is utilized, if ADR is unsuccessful, then the grievance will resume at whatever step it was at prior to the ADR session.

**TIME LIMITS-** When the Parties elect to use ADR, time limits of the formal grievance procedure (2<sup>nd</sup> Step and 3<sup>rd</sup> Step) will be extended in accordance with the provisions below.

- a. When ADR is requested and mutually agreed upon, the parties will meet within seven (7) calendar days of the request to initiate the formal ADR procedures under Section 5c(3) of this Policy. When ADR is not agreed upon, the grievance will continue at the appropriate step of the formal grievance procedure and the next step must be filed within seven (7) calendar days of the decision.
  
- b. When a third party mediator is utilized and additional time is necessary, an extension of time limits not to exceed ten (10) calendar days will be permitted for the parties to initiate ADR

procedures. If further time is necessary, such additional extension must be mutually agreed upon by both parties. All extensions and approvals will be in writing.

c. The management official and grievant or Peer Review Panel will decide upon a resolution. When a resolution is reached, the mediator/representative will assist in developing a Negotiated Settlement Agreement (NSA) that will be signed by the parties. The NSA will be confidential, should address the issue(s) or particular aspects of the issue(s), will be in compliance with laws, rules, regulations, the Collective Bargaining Agreement and will not set a precedence.

d. An alleged breach of the resolution NSA will be provided by the alleging party in writing to the Union President and Labor Relations Officer within fourteen (14) calendar days of the alleged breach. The Labor Relations Officer and Union President will convene a meeting within twenty (20) calendar days of receipt of the allegation. If the allegation cannot be resolved, the alleging party may proceed with filing a 3<sup>rd</sup> Step grievance with the appropriate official.

## 7. ADR PROCESSES

a. Participation in the Fort Campbell Alternate Dispute Resolution Program is voluntary for the aggrieved person.

b. To avoid confusion or the appearance of a conflict of interest in the ADR program for EEO, no person may mediate, facilitate, or serve on the peer review panel of a pre-complaint if previously involved in the processing of that complaint.

c. ADR covers a number of processes to include, mediation, facilitation (using conflict resolution techniques), and peer review panels.

### (1) Mediation

(a) Mediation is the intervention in a dispute or negotiation of an acceptable, impartial and neutral third party, who has no decision-making authority. The objective of this intervention is to assist the parties to voluntarily reach an acceptable resolution of the issues in dispute. A mediator, like a facilitator, makes primarily procedural suggestions regarding how parties can reach agreement. Occasionally a mediator may suggest some substantive options as a means of encouraging the parties to expand the range of possible resolutions under consideration. A mediator often works with the parties individually, in caucuses to explore acceptable resolution options or to develop proposals that might move the parties closer to resolution. Mediators differ in their degree of directiveness or control in their assistance in disputing parties. Some mediators set the stage for bargaining, make minimal procedural suggestions, and intervene in the negotiations only to avoid or overcome a deadlock. Other mediators are much more involved in forging the details of a resolution. Regardless of how directive a mediator is, the mediator performs the role of catalyst that enables the parties to initiate progress toward their own resolution of issues in dispute.

(b) Sources of Mediators:

1. Federal Mediation and Conciliation Service (FMCS).
2. Office of Complaint Investigations (OCI).
3. Other sources as agreed upon.

(c) Agreements reached through the mediation process will be reduced to writing, submitted to the Legal Office for review, and signed by the parties.

(d) Appropriate action will be taken to ensure compliance with any agreements reached.

**(2) Facilitation**

Facilitation involves the use of techniques to improve the flow of information in a meeting between parties in a dispute. The Term “facilitator” is often used interchangeably with the term “mediator”, but a facilitator does not typically become as involved in the substantive issues as does a mediator. The facilitator focuses more on the process involved in resolving a matter. A facilitator generally works with all of the participants at once and provides procedural directions as to how the group can efficiently move through the problem-solving steps of the meeting and arrive at the jointly agreed upon goal. The facilitator focuses on procedural assistance and remains impartial to the topics under discussion.

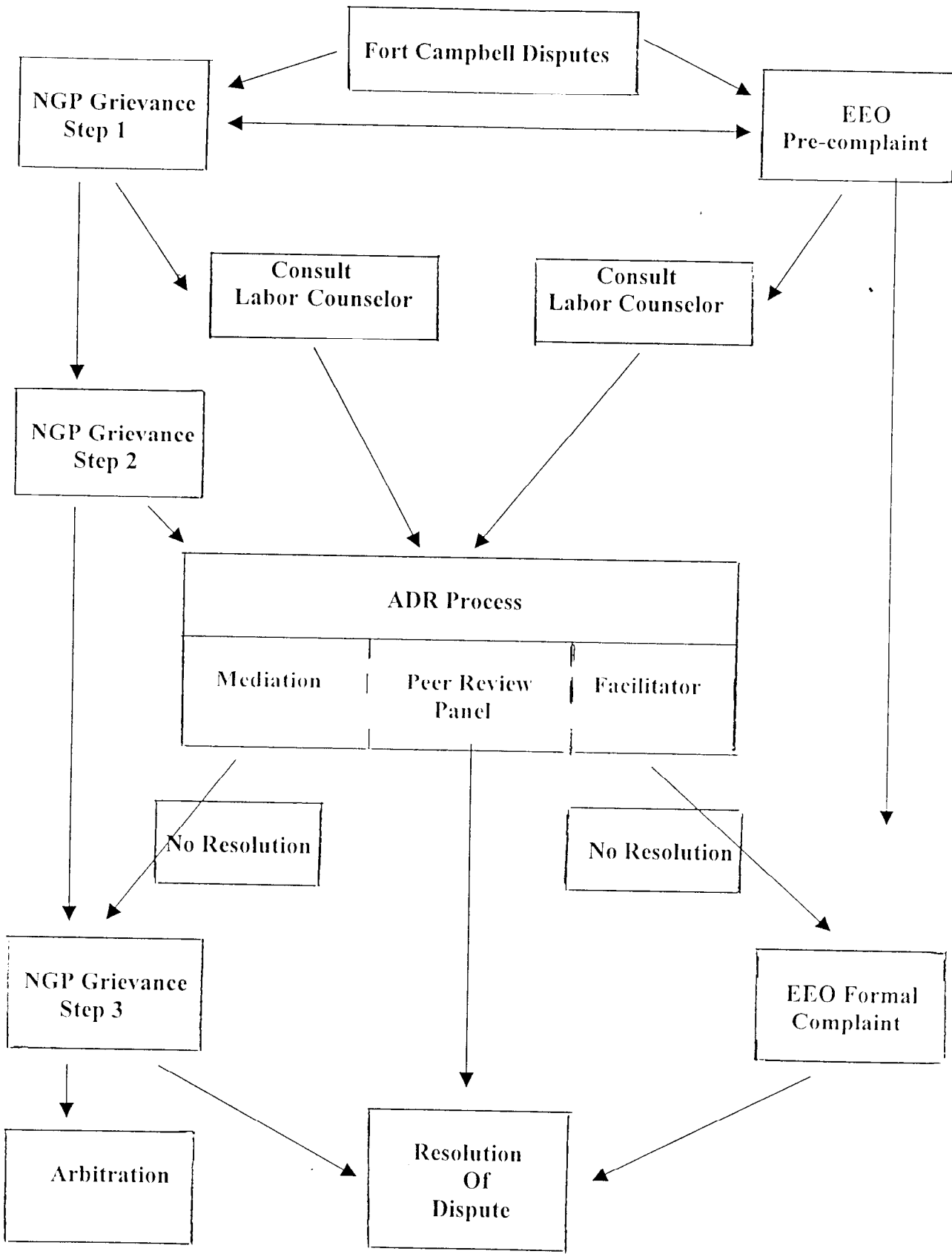
**(3) Peer Review Panel**

Peer Review is a problem-solving process where an employee takes a dispute to a group or panel of fellow employees and managers for a decision. The principle objective of peer review is to resolve disputes early before they become formal complaints. A panel consisting of three members, one of which is selected by the Union, one selected by management and not from within the immediate organization from where the grievance originated and one from a mutually agreed upon list previously prepared. The panel votes (absent a consensus) and a majority rules. No vote count is revealed. The panel’s decision will be reduced to writing and submitted to the Legal Office for review for legal sufficiency. A peer review decision is binding unless it is legally unenforceable.

Panel members will:

- a. Be outside the organizational element where dispute arose.
- b. Have no conflict of interest or position.
- c. Be trained on their responsibilities and limit of their empowerment at the expense of the agency.

FORT CAMPBELL  
ADR PROGRAM



# FEDERAL MEDIATION AND CONCILIATION SERVICE INTERAGENCY AGREEMENT FOR REIMBURSABLE SERVICES (Attachment #2)

The purpose of this agreement is to provide reimbursement of costs incurred by the Federal Mediation and Conciliation Service in providing requested services. Costs include, but are not limited to, salaries and benefits, travel and subsistence, and material expenses related to this project.

AGENCY: \_\_\_\_\_

SERVICE DELIVERY ADDRESS: \_\_\_\_\_

DATE(S) OF SERVICE DELIVERY: \_\_\_\_\_

**ESTIMATED COSTS**

TRAVEL: \_\_\_\_\_

PER DIEM: \_\_\_\_\_

PROFESSIONAL TIME (INCLUDES PREPARATION, TRAVEL, AND DELIVERY)

( \_\_\_\_\_ ) HOURS X (\$100.00) PER HOUR: \_\_\_\_\_ OTHER EXPENSES (PRINTING, SUPPLIES, ETC.): \_\_\_\_\_

**TOTAL ESTIMATED COST:** \_\_\_\_\_

\*IF ACTUAL COSTS EXCEED ESTIMATE, THIS AGREEMENT SHALL BE SO AMENDED

**Description of Service:**

Mediator(s) Assigned: \_\_\_\_\_ Phone: \_\_\_\_\_

Customer Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

**OFFICIAL RESPONSIBLE FOR PAYMENT (MUST BE COMPLETED BEFORE APPROVED)**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

Please check appropriate box. Complete information pertaining to method of payment

<input type="checkbox"/> <b>Federal IPAC</b> Agency Location code (Eight Digit Number): _____	<input type="checkbox"/> <b>Credit Card</b> Visa or Master Card Number and Expiration Date: _____
	Credit Card Holder's Name & Phone #: _____

**APPROVED BY:**

FMCS: \_\_\_\_\_ Agency: \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_ SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

TITLE \_\_\_\_\_ PHONE \_\_\_\_\_ TITLE \_\_\_\_\_ PHONE \_\_\_\_\_

ADDRESS \_\_\_\_\_ ADDRESS \_\_\_\_\_