

**NEGOTIATION & DISPUTE RESOLUTION
AND
AMERICAN FEDERATION
of
GOVERNMENT EMPLOYEES, LOCAL 916
MEMORANDUM OF AGREEMENT**



MEMORANDUM OF AGREEMENT
On
Negotiation and Dispute Resolution Program

Reference: Department of Air Force Instruction 51-1201, *Negotiation and Dispute Resolution Program*, 10 February 2023, and *Air Force Materiel Command/American Federation of Government Employees Master Labor Agreement*, 2021 (Article 6.02, *Informal Dispute Resolution*)

1. **Scope:** Through a strong and lasting partnership between the American Federation of Government Employees (AFGE) Local 916 and Tinker Air Force Base (TAFB) (hereinafter referred to as the Union and Management, respectively). This agreement establishes guidelines for the implementation and administration of the Tinker Negotiation and Dispute Resolution Program (NDR) for Bargaining Unit Employees (BUE) within the Negotiated Grievance Procedure (NGP).
2. Either party may request that the provisions of the program or this agreement be renegotiated by providing written notice to the other party no earlier than one (1) year from the date of signature. Either party may withdraw from this agreement at any time upon notice to the other party with ninety (90) calendar days written notice with the option to re-negotiate during that timeframe.
3. It is agreed and understood that a successful NDR program will require extensive administrative management and support. Therefore, a Negotiation and Dispute Program Manager will be designated and provided resources as appropriate by Management IAW 51-1201, 36-2710 and MD-110. In addition to the duties of the program manager outlined in Department of Air Force (DAFI) 51-1201, the program manager will quantify and report status of the program quarterly to the 72^d Air Base Wing (ABW) Commander, Local 916 President, or their designees. The success will depend upon the full support of Management, the Union, and the employees; therefore, the Union and Management will work in partnership to market the NDR program.
4. It is agreed and understood the intent is to augment the NGP in accordance with Article 6, of the Master Labor Agreement (MLA) and not replace the NGP. Agreements that do not violate law, regulation, or current settlement agreements shall be considered binding. However, no rights of Management, the Union, or the employee are waived in the event a valid agreement is not attained. Once a valid settlement agreement is signed, the grievance will be withdrawn.
5. In the event a BUE elects to use NDR within the negotiated grievance procedure, timelines for grievances as specified in Article 6 of the MLA will be held in abeyance and timelines will not start until 72 ABW/Staff Judge Advocate or designee determines that NDR is not suitable or the NDR process is terminated by either party. If it is determined that NDR is suitable for a grievance, the NDR office agrees to notify the Labor Relations Office and the Union that the grievance is to be held in abeyance. Upon the completion of the NDR process, or termination by either party, NDR will notify the Labor Relations Office and the Union of the outcome of the mediation.

6. In order to assure open discussion, it is agreed all NDR sessions will be considered confidential. All records generated by these proceedings will be maintained in accordance with (IAW) DAFI 51-1201 and will not be used in any other process. NDR Program personnel are considered neutral parties who may mediate and facilitate cases and are responsible for implementation of alternative dispute resolution (ADR) processes within the NDR program. All parties involved in NDR proceedings within the NGP will respect confidentiality within the bounds of law, rule, regulation, memorandums of agreement and settlement agreements.

7. It is agreed all ADR NGP draft settlement agreements will be binding upon the signatories upon their signature. Both parties understand and agree that, as a provision of the settlement agreement, the agreement must be coordinated with the Union President or designee, 72^d FSS Civilian Personnel, and 72 ABW Staff Judge Advocate. The AFPC Settlement Team/AFMC Settlement Team will be included as appropriate. Review of draft settlement agreements will be for compliance with law, legal and technical sufficiency, regulation, and other memorandums of agreement between Management and the Union, as opposed to substance, and will become fully binding upon the parties only upon completion of coordination. To that end, the coordination sheet shall become part of the settlement agreement. The coordination process should normally be completed within three (3) workdays from receipt but no later than seven (7) workdays from receipt.

8. It is agreed that settlement agreements derived through the ADR NGP process are situational dependent. They will not be considered as precedents or past practice, and will be held confidential IAW DAFI 51-1201 and other applicable laws or regulations. In the spirit of NDR's intent to create an open dialogue between the parties during mediation the parties may discuss additional issues in ADR. However, if the ADR process is unsuccessful/terminated and the grievance process resumes, only the merit issue raised in the Grievance is applicable.

9. It is agreed participation in the program is strictly voluntary and there will be no penalty, reprisal, or adverse impact toward any party that does not choose to participate.

10. It is agreed timely resolution of disputes is in the best interest of all parties and use of ADR techniques could be most effective prior to the implementation of traditional processes such as the NGP. Employees or the Union desiring to utilize the ADR process must contact the NDR office by phone or email to make an appointment prior to step one of the NGP.

11. It is agreed and recognized that in order for mediation or facilitation to be an effective ADR process, the mediators and facilitators must be neutral, well trained, and provided appropriate duty time to perform the duties. It is expected that mediator and facilitator duties will be initially assigned as additional duties; therefore, established procedures for documentation of work experience will be utilized.

12. It is agreed the use of outside mediators and facilitators 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 through SAF/GCR who will bear any cost associated with the service.

13. It is agreed that in the event mediators/facilitators assigned to Tinker are to be used, the following selection procedure will be followed: The NDR Program Manager will advertise for mediators/facilitators as needed. Applications will be accepted, and a panel interview will be held by the stakeholders (to include Local Union President or designee) of the program to select new mediators and facilitators.

14. It is agreed that Official Time IAW Article 4 of the MLA is appropriate for Union stewards. Union stewards who are serving in the role of mediator or facilitator are not covered under Article 4 of the MLA. Employees and management officials participating in the NDR process will be properly coded in the timekeeping system.

15. It is agreed Union stewards who will be observing the mediation process for training purposes will receive an initial one-time opportunity to observe, these observations will be considered training days for the union stewards. Observations are on a case-by-case basis and only allowed if the parties, to include the mediator, agree. If a Union steward has already participated in the ADR process, they will be exempt from observing.

16. It is agreed BUEs who elect NDR will have the right to bring a union steward to represent them at the mediation table. If the employee elects to bring representation, management will have the same opportunity to bring a representative.


Shane Buss, NDR Program Manager 22 May 24
Date


Kristopher Camil, AFGE 916 Chief Steward 22 May 2024
Date


Tara Haithcock, Labor Relations Officer 5/21/2024
Date