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Article 40

Alternative Dispute Resolution (ADR)

Section 1. Commitment

The Social Security Administration and the **Union** are committed to ~~consider the~~ use of Alternative Dispute Resolution (ADR) ~~problem-solving methods to~~ **resolve disputed matters and to foster a good labor management relationship.**

A referral to ADR can be made only by mutual agreement of the Union and Management and shall be in writing.

The use of ADR is an effort to make the Federal Government operate in a more efficient and effective manner, and to encourage, where possible, consensual resolution of disputes and issues in controversies involving the parties, including the prevention and avoidance of disputes.

ADR is an informal process which seeks early resolution of Union and Management disputes and employee disputes when employees are represented by the Union. Union and Management at all levels ~~may~~ should be

24 ~~committed to explore the use of ADR problem-solving methods as a priority to~~
25 ~~resolve disputed matters, before~~ **the matter is taken to a third party** ~~an official~~
26 ~~action is taken.~~

27

28 **When disputes occur in the workplace which the employee and the**
29 **supervisor cannot resolve, the Union or supervisor may initiate ADR with**
30 **the mutual concurrence of the parties.**

31

32 **Section 2. ~~Definitions and Intentions~~ Principles of ADR**

33

34 **A. ADR should be undertaken in good faith and not circumscribed**
35 **by formal rules and regulations.**

36

37 ~~A. B. ADR is an informal process resolution of employee(s), union, and~~
38 ~~management disputes.~~ **ADR shall be accomplished by mediation.**
39 **The mediator shall be an impartial and neutral third party who**
40 **will assist the parties in developing solutions and negotiating an**
41 **agreement between the parties. The mediator cannot make a**
42 **decision for the parties. The objective of the mediator is to**
43 **assist the parties to voluntarily reach a mutually acceptable**
44 **resolution of issues in dispute. In addition to the role of the**
45 **mediator as defined above, the neutral fact finder collects**
46 **information to be used by the parties resolving their disputes.**

47

48 **BC.** Participation in the ADR process must be voluntary with the mutual
49 consent of the parties.

50

51 ~~**B.** Any ADR process must be jointly designed by Union and
52 Management. ADR should be effective, timely, and efficient. It should
53 focus on conflict resolution and problem-solving, and foster a
54 cooperative labor and management relationship.~~

55

56 **D.** ADR may be used to resolve the entire issue or a portion of the
57 issue.
58

59

60 **E.** ADR shall be a process available to National, Component,
61 Regional or lower levels of Union Management committees with
62 the mutual consent of the parties.

63

64 **F.** ADR will be a process available for Article 24, Section 8, 9 and 10
65 grievances. The process can be utilized at any step of the
66 grievance procedure, by mutual consent of the parties.

67

68 **G.** Face-to face mediators will be the preferred method. Only in
69 unusual circumstances will alternative methods will be
70 considered. The number of non face-to-face mediation cases and

71 **the reason(s) for using alternative methods will be included in the**
72 **6 month reporting process.**

73

74 **H. There will be joint Union and Management communications**
75 **announcing the implementation of this process. These**
76 **communications can include memos, brochures, intranet, web-**
77 **site, email, etc...**

78

79 **I. SSA will pay for all costs involved in the ADR process including**
80 **travel and per diem of individuals involved in the ADR process.**
81 **Travel and per diem for participants is pursuant to Federal Travel**
82 **Regulations.**

83

84 **Section 3. The Process**

85

86 **A. The parties will meet within 60 days of the effective date of this**
87 **agreement to compile a list of available mediators in jurisdictions**
88 **consistent with the arbitration panels, as outlined in Article 25 of this**
89 **agreement. Sources for mediators can be the FMCS, GSA Schedule,**
90 **Federal Executive Board(s), state and university mediation services, etc**
91 **within the geographical area of the panel. The parties may mutually**
92 **agree to select a mediator for a particular dispute from any other source.**

93

94 **B. Once the final lists are completed, a mediator will be selected from the**
95 **appropriate panel to mediate the dispute. Prior to compiling the lists,**
96 **the parties may mutually agree to select a mediator for a particular issue**
97 **from an alternative source.**

98
99 **C. If a resolution is achieved, the mediator will assist the parties with**
100 **crafting the settlement. If there is no settlement, the mediation**
101 **materials used would be destroyed (e.g. shredded). Materials**
102 **developed outside of the mediation process (e.g., grievance documents,**
103 **committee minutes, etc) will be retained per existing contractual, legal**
104 **and regulatory requirements.**

105
106 **D. Disputes resolved by ADR are final when written and signed by Union**
107 **and Management.**

108
109 **E. Absent a resolution to the dispute, the initiating parties may pursue**
110 **resolution through traditional and/or negotiated processes. (e.g.,**
111 **negotiations, grievance, EEO, arbitration, etc.)**

112
113 **F. At the end of the ADR process, the parties will be asked to complete an**
114 **evaluation of the process. A copy of the evaluations shall be provided**
115 **to the Union and appropriate Agency official.**

116

117 **Section 3. Reports and Timeframes**

118

119 **A. The Agency will issue a semi-annual report summarizing the**
120 **evaluations provided by the parties and to measure and evaluate ADR**
121 **effectiveness and efficiency. Copies of the report will be provided to**
122 **the Union. The AFGE General Committee will also receive a briefing at**
123 **the first Union Management Committee meeting following the issuance**
124 **of the report.**

125

126 **At a minimum, the Agency will capture the following information in the**
127 **report:**

128

1. The number of cases initiated by management

129

2. The number of cases initiated by the Union

130

3. The number of cases declined by management

131

4. The number of cases declined by the Union

132

5. The number of cases in which ADR was utilized.

133

6. The number of cases in which a settlement was achieved.

134

7. The basis of issue in dispute (e.g. EEO, Grievance, Partnership,
135 etc..)

136

8. The amount of time used for the ADR process.

137

138 **B. Participation in mediation will “stop the clock” with regard to any time**
139 **limits for processing a grievance on the issue while mediation is in**
140 **process. If mediation fails, processing of a grievance, if any, will be**
141 **resumed at the point it reached when mediation began.**

142

143 **C. This process is only available to Union and Management.**

144