

STATE OF WISCONSIN
DEPARTMENT OF MILITARY AFFAIRS
Office of the Adjutant General
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Human Resources
Regulation 770

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Technician Personnel
ALTERNATIVE DISPUTE RESOLUTION PROGRAM (ADR)

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CHAPTER 1**GENERAL**

1-1. Purpose and scope. This directive sets forth the policy of the Wisconsin National Guard Adjutant General concerning the use of alternative dispute resolution (ADR) processes. Use of ADR will promote principles and practices that will contribute to improved working relationships. The ADR program assists in addressing adversarial situations by using creative solutions designed by the parties involved in the situations. The purpose of ADR is to provide assistance to supervisors, managers and technician employees in resolving workplace problems. The ADR process demonstrates a commitment to a positive approach and joint ownership in concerns and solutions. ADR is intended to contribute to resolving disputes quickly and informally.

1-2. Background.

a. Alternative Dispute Resolution, often referred to as ADR, is an umbrella phrase used to describe a variety of problem-solving methods or techniques. ADR methods include negotiation, mediation, settlement conferences, early neutral evaluation, dispute resolution panels, mini-trials, arbitration, litigation and union-management partnerships.

b. It is recognized that to be effective, we must explore new approaches to address issues, which confront us daily. ADR is one step that can be taken to resolve disputes before they reach the formal stage such as grievances, discrimination complaints and/or litigation.

c. Public Law 103-320 and the Administrative Dispute Resolution Act of 1996 reinforce the interest of Congress and the President in the potential benefits of ADR techniques. Public Law 101-522, as amended by Public Law 102-354, made permanent the many innovations established by earlier Acts and Law. They broadened the scope of the activities covered, enhanced confidentiality provisions, provided greater incentive to use binding arbitration as a dispute resolution technique, and made it easier for Federal agencies to procure the services of neutral parties.

1-3. Responsibilities.

a. The WING ADR Program Manager is the HRO, Labor Relations Specialist. Program manager responsibilities include:

(1) Maintain a minimum roster of six trained mediators/neutrals.

(2) Ensure that ADR program mediators/neutrals receive adequate training and guidance to carry out their duties.

(3) Provide analysis to the HRO and Adjutant General on the success of the program.

(4) Provide guidance and clarification to supervisors, managers and employees on using ADR.

b. Supervisors will:

(1) Consider using ADR techniques with every controversy or dispute involving two or more individuals.

(2) Contact the ADR Program Manager (608-242-3707/DSN 724-3707) if ADR is desired.

(3) Make a preliminary decision whether ADR is appropriate for a particular situation.

1-4. Advantages of ADR.

a. ADR may be a preferred option if:

- The section would benefit from a quick resolution of the issues.
- The case is not precedent-setting or setting a precedent is not the objective or where legal issues are of minimal significance.
- Emotions may be diffused when a neutral becomes involved.
- Costs of preparing for a trial would be substantial relative to the anticipated recovery.
- There is a factual dispute based on the credibility of witnesses.
- The case may become a battle of the experts.
- The potential for negative publicity outweighs the potential benefits of “winning”.

b. ADR is advantageous because:

- It recognizes that “winners” and “losers” resulting from traditional litigation will still have to work in the same place.
- ADR encourages people to resolve their own differences.
- A third party does not impose a solution.
- ADR is future-focused.
- ADR repairs or improves relationships damaged by conflict.

- ADR is faster than traditional methods.
- ADR is less expensive to both parties than arbitration or litigation.
- ADR focuses on finding solutions and not on finding “winners” and “losers”.

c. ADR may not be a preferred option when:

- There is a public policy issue, which must be settled.
- The law is not well established and legal precedent is desired.
- The parties involved in the dispute may not be similarly situated (e.g. one party may be easily intimidated by the other party).
- There is no incentive for one party in the dispute to seek expeditious resolution.
- Dealing with technician performance appraisals.

1-5. Alternative Dispute Resolution Procedures.

- a. Army National Guard Technician procedures – refer to Chapter 2.
- b. Air National Guard Technician procedures – refer to Chapter 3.
- c. Equal Employment Opportunity (EEO) complaint procedures–refer to Chapter 4.

1-6. Definitions.

- a. Alternative – a proposition or situation offering a choice between two or more things when only one of which may be chosen.
- b. Caucus – a closed meeting of a group of persons. This is a confidential meeting and is used to provide the parties an opportunity to talk to the mediator about something they are not yet ready to share with the other party.
- c. Conflict – a competitive or opposing action of incompatibles. A mental struggle resulting from incompatible or opposing needs, drives, wishes or external or internal demands.
- d. Consensus – an agreement each party can accept. Not a “majority-rule” decision.
- e. Dispute – to engage in argument, to argue or debate a controversy or conflict.
- f. Mediation – a voluntary and informal process in which a neutral third party assists disputing parties in reaching resolution. The mediator has no power to impose a

solution but rather provides facilitation in reaching an agreement acceptable to all parties.

g. Neutral or mediator– an individual who, with respect to an issue in controversy, functions specifically to aid the parties in resolving the controversy. An individual who is acceptable to the parties in a dispute resolution proceeding. A neutral shall have no official, financial or personal conflict of interest with respect to the issues in controversy, unless such interest is fully disclosed in writing to all parties and all parties agree that the neutral may serve.

h. Resolution – the act or process of reducing to simpler form to end a dispute.

i. Union-Management Pairs (UMP) – joint labor-management, two-person, teams assigned to conduct early intervention and investigation of dispute/conflict situations.

CHAPTER 2**ARMY NATIONAL GUARD TECHNICIAN ADR PROCEDURES**

2-1. Deciding to use ADR. Every supervisor must consider utilizing ADR mediation techniques with all controversies or disputes involving two or more individuals. Supervisors should consider the advantages listed in paragraph 1-4 when making the decision. When use of ADR mediation is desired, contact the ADR Program Manager (Labor Relations Specialist) at 608-242-3707/DSN 724-3707. The ADR Program Manager will coordinate the mediation process and assign a neutral mediator. If the dispute involves an EEO issue or complaint, contact the State Equal Employment Manager (SEEM) at 608-242-3702 or DSN 724-3702.

2-2. The mediation process.

a. Mediation is an informal manner in which employees may resolve disputes with fellow employees, managers or colleagues using a neutral mediator.

b. The dispute is resolved in a private, confidential and timely manner. The mediator is not authorized to make a decision or to force a decision on any party in the dispute. The mediator's role is to:

- Facilitate resolution of the dispute.
- Work with all parties to reach a voluntary settlement that is satisfactory to all parties.

c. The mediation begins with a joint session with all parties in the dispute. At the initial meeting, the mediator fully explains how the mediation process works and will answer any questions the parties may have.

- Each party will have a chance to tell his/her side of the dispute. The mediator may ask specific questions to define or clarify issues.
- At the conclusion of the first session, the mediator will caucus separately with each party to discuss the issues in greater detail and to gain a better sense of how the parties would like the issue resolved.
- The parties must understand that mediation is not adversarial in nature and is not a legal proceeding, therefore the rules of evidence do not apply. Because the process relies on trust, communication, and negotiation, witnesses and documentary proof are generally not part of the mediation process.

d. The mediation process may then continue with a series of separate meetings, or the mediator may decide to continue meeting with the parties jointly. During these joint and/or private meetings, the mediator will explore with the parties various options for

resolving the dispute. The mediator may act in any number of roles (i.e. communicator, translator, agent of reality, etc.).

e. The mediator is bound by confidentiality and must not reveal the substance of any private discussion without permission from the parties in the dispute. The mediator's notes are property of the mediator and will be destroyed at the conclusion of the mediation session. The mediator cannot be called as a witness in a court of law.

f. In an employee – management dispute, only the mediator, the employee with the dispute and a deciding management official (one with the authority to enter into a binding resolution agreement, not necessarily the employee's immediate supervisor) should be present at the mediation session. Employees have the right to have a representative present and the management official may wish to have a technical advisor present. It is stressed, however, that it is the employee and the management official who must resolve the dispute.

g. Participation in mediation does not imply that either party gives up the right to pursue the dispute formally through official channels (Union grievance or EEO processes). If the mediation process is not successful, the parties are free to cease the mediation process at any time and pursue their issues through another official channel.

h. The mediator will assist in drafting the written agreement between the parties when a mediated solution is reached.

i. **Technician EEO complaints** will follow the procedures prescribed by Title 29 CFR, Part 1614 and NGR (AR) 690-600/NGR (AF) 40-1614, Volume II. See Chapter 4.

j. Confidentiality is a critical part of mediation. Confidentiality is guaranteed by law and regulation. The discussions and negotiations in the mediation process are not made a matter of record and may not be disclosed by the mediator. Both parties also agree to keep these negotiations confidential. This allows for a free exchange of information and increases chances for a successful resolution.

k. How mediation achieves resolution:

- Mediation focuses on the needs and interests of each party and allows both parties to help in crafting the terms for resolution of the dispute.
- As these terms are agreed to by both parties, the mediator records these as part of a settlement agreement.

l. Normally mediation will continue until either all issues have been resolved or until the mediator or the parties feel that no further agreement is possible.

m. Once an agreement has been reached it is signed and dated by both parties and the mediator. The agreement is binding and becomes the **official record** of the

mediation. It identifies the issues that were resolved and the binding terms of the resolution.

n. If an agreement is not reached through mediation the parties will be advised of appropriate alternatives, (i.e., EEO complaint process, appeal rights, Union grievance procedures, Inspector General (IG) complaint process, etc.).

2-3. Mediator responsibilities.

a. Become qualified as a neutral mediator through certified mediation training. The ADR Program Manager maintains the roster of qualified mediators. (note: mediators for EEO issues require additional training and qualifications, see Chapter 4).

b. Explain the **ground rules** for mediation to the involved parties. (Figure 1)

c. Explain the **agreement for mediation** to the involved parties and obtain signatures. (Figure 2)

d. Conduct mediation sessions in accordance with prescribed mediation procedures.

e. Complete a **settlement agreement** form if settlement is reached during mediation. (Figure 3) (Figure 6 and 7 for EEO issues)

f. Destroy all notes, exhibits and documents used during the mediation. The settlement agreement is the only record of facts maintained after the mediation session.

g. Remind the parties involved in the mediation of the confidentiality clause.

h. Ensure the involved parties and the mediator complete a **survey form** and forward the forms to HRO. (Figures 4 and 5)

i. Remain current in the mediation process by frequent involvement in mediation sessions and attendance at refresher training.

2-4. Responsibilities of mediation participants:

a. Be committed to informal resolution of the dispute issues.

b. Be open and honest during mediation proceedings.

c. Treat each other with dignity and respect.

d. Maintain confidentiality of the mediation proceedings.

FIGURE 1

GROUND RULES FOR MEDIATION

1. We agree to act respectfully toward each other, and if we feel we are not being treated with respect, we will immediately notify the mediator of our concern. Interruptions, name-calling and verbal or physical violence will not be tolerated.
2. We will utilize our time productively.
3. We will focus on the future and not on the past.
4. We understand and agree that this is a **confidential meeting**, and we are able to talk honestly and openly during mediation. Issues discussed during mediation will not be shared with others who are not involved in the mediation.
5. We understand that the mediator is a neutral party who will facilitate all portions of our mediation, but will not make a decision for us.
6. We agree that we are the decision-makers and we are responsible for creating the actual terms of the agreement.
7. We will immediately notify the mediator if we are uncomfortable with an exercise or the progression of the mediation; need a break; or are considering terminating our participating in the mediation session for any reason.

FIGURE 1. Ground Rules for Mediation

FIGURE 2

MEDIATION AGREEMENT

I understand the mediation process and procedures as explained to me. Specifically, I understand that:

1. Mediation is a **voluntary** process and the mediator is a neutral party and has no authority to act as a judge or to impose any sort of solution on the parties in the dispute.
2. Mediation is a **confidential** process and any documents or statements made during the mediation process are for settlement purposes only. I agree not to subpoena or request the mediator to serve as a witness in any other proceeding, within the law.
3. No party shall be bound by anything said or done at the mediation, unless a **written settlement agreement** is reached and executed by all necessary parties. If a settlement is reached, the agreement shall be placed in writing by the mediator and, when signed and approved by the appropriate officials for both parties, the settlement document shall be **legally binding** upon all parties to the agreement.
4. In a dispute concerning EEO issues the complainant agrees to a 90-calendar day pre-complaint processing period.
5. In the event that the mediation is terminated for any reason, the disputing parties may continue to pursue an informal resolution of the matter or elect to pursue their issues through the appropriate formal channel.
6. If either involved party has any questions regarding this process, they may contact the mediator, the ADR Program Manager (608-242-3707), the State Equal Employment Manager (SEEM) (608-242-3702), or a Union official.

By signature below, I acknowledge that I have read, understand and agree to participate in mediation:

_____ (Name and telephone number)

_____ (Signature)

_____ (Date)

FIGURE 2. Mediation Agreement

FIGURE 3

**ALTERNATIVE DISPUTE RESOLUTION (ADR) SETTLEMENT
AGREEMENT**

(Note – this agreement will not be used for EEO complaint issues. See Chapter 4)

This settlement is entered into voluntarily and in exchange for those items set forth below. The undersigned parties to this agreement resolve to settle any and all formal and informal complaints or union grievances concerning the issue(s).

Section 1. _____ agrees to:

a.

b.

c.

d.

Section 2. _____ agrees to:

a.

b.

c.

d.

FIGURE 3. ADR Settlement Agreement

Section 3. Both clients also stipulate that:

- a. This agreement will be a legally binding and enforceable settlement contract and neither party may change their minds at a later date.
- b. This agreement has been entered into freely by both parties.
- c. This agreement does not constitute an admission of guilt, fault or wrongdoing by either party.
- d. This agreement shall be kept confidential, and the terms herein shall not be disclosed by either party, except to authorized officials or other officials responsible for implementing the agreement.
- e. This agreement shall not serve as a precedent for resolving any other complaints which have been, or may be, filed by the complainant or any other person.
- f. This agreement constitutes the entire agreement and there are no other terms to this agreement except those specified herein.

In witness whereof, the parties to this agreement have affixed their signatures.

Dated this ____ day of _____, 200__ .

Deciding Management Official _____

Employee/Union Representative _____

Mediator _____

FIGURE 3. ADR Settlement Agreement

FIGURE 4

CLIENT SURVEY

This document will be completed by each mediation client at the conclusion of the mediation, and will be forwarded to the HRO.

NAME OF MEDIATOR: _____

EMPLOYEE NAME: _____ (optional)

NAME OF MANAGEMENT OFFICIAL: _____

DATE OF MEDIATION SESSION: _____

LENGTH OF MEDIATION, IN HOURS: _____

OUTCOME: Settled ___ ; Not Settled ___ ; Continued ___

Please explain, from your point of view, why this case did or did not settle:

In your opinion, was mediation appropriate for this case? Please elaborate:

What problems did you encounter with this mediation?

Do you have any other comments?

FIGURE 4. Client Survey

FIGURE 5

MEDIATOR'S SURVEY

This document will be completed by the mediator at the conclusion of the mediation and forwarded to the HRO.

NAME OF MEDIATOR: _____

EMPLOYEE NAME: _____

NAME OF MANAGEMENT OFFICIAL: _____

DATE OF MEDIATION: _____

LENGTH OF MEDIATION, IN HOURS: _____

OUTCOME: Settled ___ ; Not settled ___ ; Continued ___

Please explain, from your point of view, why this case did or did not settle:

In your opinion, was mediation appropriate for this case? Please elaborate:

What problems did you encounter with this mediation?

Do you have any other comments?

FIGURE 5. Mediator's Survey

CHAPTER 3

AIR NATIONAL GUARD TECHNICIAN ADR PROCEDURES

3-1. Utilization. Use of the ADR process will be by mutual consent of the union and management through dedicated communication with their respective constituencies. It is the utilization of these processes ensuring that all disputes or controversies between the parties are resolved at the lowest possible level while maintaining that an individual's rights are not waived by either the union or management.

3-2. Processes. Several options exist in the resolution of disputes within the Federal sector, and the Wisconsin Air National Guard has negotiated the use of those described below:

a. Negotiated Grievance Procedure. This procedure will be used in accordance with Article 14, para. 14.3 of the Labor Agreement between the Adjutant General, State of Wisconsin and the Association of Civilian Technicians.

b. Mediation. When selecting mediation as the source of ADR, individuals and supervisors should consider the issues discussed in paragraph 1-4 of this regulation. When the use of ADR mediation is requested, contact the ADR Program Manager, Labor Relations Specialist (LRS) at 608-242-3707/DSN 724-3707 for assistance.

c. Union Management Pairs (UMPs). The UMPs process can be used with any dispute or grievance. UMPs will be limited to two labor and management teams from each of the Air bases in Milwaukee and Madison. Personnel serving on UMPs teams cannot be Air or Vice Commanders, Union Presidents or Executive Officers. Individuals will serve on UMPs teams for a renewable term of four years and shall be appointed by union and management. Members selected to serve on teams shall have the ability to remain neutral and objective on any number of subjects. UMPs teams will be trained in the use of investigative skills, interest-based problem solving and interviewing techniques.

3-3. UMPs dispute resolution procedures. Dispute resolution by first-level supervisors and employees (along with Union representatives) are encouraged. This is considered to be a form of ADR, and for purpose of evaluating the UMPs process, resolution at the first level will in no way reflect unfavorably upon UMPs program.

a. Where there is no resolution of the dispute at the first level, UMPs may be utilized to help resolve the dispute.

b. Anyone - employees or supervisors - may request the UMPs process.

c. Requests to use the UMPs process will be made through union or management representatives.

(1) If either union or management decide not to use the UMPs process, they will explain the reason for not using the UMPs process in writing.

(2) Invoking the UMPs process will suspend time limits for filing a grievance as of the date when union or management informs the other that they wish to employ the UMPs process.

d. Disputants will be informed that the UMPs process cannot suspend the time limits for other statutory appeals procedures such as Unfair Labor Practices (ULP), EEO complaints, etc.

3-4. Technique. Actual dispute resolution techniques/spectrum employed by the UMPs will be left to the discretion and expertise of the UMPs teams, themselves. Normally, dispute resolution attempts would proceed as follows:

a. UMPs teams may first engage in fact-finding and use interest-based problem-solving skills to attempt an interest-based resolution of the dispute.

b. If the UMPs team is unable to resolve the dispute, they may render a recommendation on the merits of the dispute.

c. Such recommendations will be made by a consensus of the UMPs team.

d. If the UMPs team cannot reach a consensus as to the merits of the dispute, the parties are free to pursue the matter through traditional dispute resolution mechanisms.

3-5. Resolution Recommendation. The UMPs team's recommendation will be communicated to those with decision-making authority from both Union and Management.

a. If UMPs, along with the stakeholders in the process (for example, the disputant and the first-line supervisor), agree with the recommendation, it will be implemented.

b. If UMPs disagree with the recommendation, they will attempt to reach a consensus on an alternative resolution.

c. If UMPs cannot reach a consensus on an alternative resolution, the parties are free to pursue the matter through traditional dispute resolution mechanisms.

3-6. Selection of UMPs. Union and management will each offer a team designee for the dispute or grievance. UMPs teams will be made up of designees from the same unit, but not from the same shop or chain-of-command as the disputants.

a. If either union or management do not agree on a designee, an UMPs team will be brought in from a remote location. In other words, if union and management at Milwaukee cannot agree on an UMPs team, an UMPs team will be brought in from Madison, and vice versa.

b. Union and management will make selection of the designees for a remote UMPs team from the remote location.

3-7. Confidentiality. All discussions with UMPs will be kept confidential. UMPs may discuss disputes with other UMPs and with the ADR team, but will not disclose participants' identities or other confidential information.

3-8. Publicity. An article describing the UMPs process will be published in the HRO Newsletter.

a. Copies of this chapter will be distributed as a read and initial memo.

b. Senior Labor and Management Representatives and the State Labor Relations Specialist will make presentations to employees describing the UMPs process at a Commander's Call.

c. Union members of the ADR team will discuss the UMPs process with the Union's Executive Board and at a union meeting.

d. Management members of the ADR team will describe the UMPs process to new supervisors at the new supervisors' training.

e. New employees will be told of the UMPs process during new employee orientation.

3-9. Review. Union and management will meet to discuss implementation of the UMPs process as necessary. In addition, union and management will meet six months after the UMPs team pool has been trained or after two UMPs disputes have been completed (whichever occurs first), to discuss the following:

a. Success/Failure of:

(1) Individual UMP disputes.

(2) The UMPs process as a whole.

b. Factors for evaluation:

(1) Union satisfaction.

(2) Management satisfaction.

(3) Supervisor satisfaction and feedback.

(4) Employee satisfaction and feedback.

(5) UMPs team feedback and evaluation.

c. Periodic reviews will be scheduled to evaluate the effectiveness of the UMPs program. Should any underlying problems be revealed during review and evaluation, modifications/enhancements will be considered to revise the program.

CHAPTER 4

ADR and EEO COMPLAINT PROCEDURES

4-1. Rights. Wisconsin National Guard (WING) Technician employees who believe that they have been discriminated against under Title VII of the Civil Rights Act (Race, Color, Religion, National Origin, Sex (including sexual harassment), Age, Disability or Retaliation) will follow the procedures of Title 29, Code of Federal Regulations, Part 1614 and NGR (AR) 690-600/NGR (AF) 40-1614, Volume II.

a. Employees who wish to make an EEO complaint must first contact an EEO Counselor or the State Equal Employment Manager (SEEM) **within 45 calendar days** of the alleged incident or action. The names and locations of EEO Counselors are posted in all WING facilities. Employees may also telephone the SEEM at 608-242-3702 for information.

b. The EEO Counselor (or SEEM) will make an appointment to meet with the employee and receive the employee's allegations and issues regarding the complaint. The employee will be provided a written notification of their "Rights and Responsibilities" and be asked to select the procedure in which they wish to pursue their complaint. In most cases it will be the employee's choice of using traditional EEO counseling or ADR.

c. Thirty days are allowed for the pre-complaint processing stage of the employee complaint. If the employee selects ADR during the pre-complaint stage, the time period shall be ninety days. At the end of the pre-complaint stage, and if the employee's complaint has not been resolved, the employee is informed of his/her right to file a formal complaint within 15 calendar days. ADR may still be elected to attempt resolution even after the employee has filed his/her formal complaint.

4-2. Using ADR.

a. If the employee elects ADR to process his/her complaint and to attempt informal resolution, the SEEM will assist the employee and the agency in coordinating the process.

b. The ADR Act of 1996 and Equal Employment Opportunity Commission (EEOC) ADR policy recognize that there are instances in which ADR may not be appropriate or feasible. The WING has the discretion to determine whether a given dispute is appropriate for ADR.

c. Any person who is selected to serve as a mediator/neutral in the agency's ADR program must have the professional training in the method of dispute resolution used to attempt resolution of the complaint.

(1) Mediators/neutrals utilized in the EEO process must also be familiar with EEO law. This includes familiarity with the entire EEO complaint process, time frames, and statutes enforced by EEOC, theories of discrimination and reasonable accommodation,

and the remedies available, including compensatory damages, costs, and attorney's fees.

(2) Mediators/neutrals must have the following qualifications, as a minimum:

- 20 hours of basic mediation skills training
- Three co-mediations with a qualified mediator or five independent mediations and positive evaluations from a qualified training/evaluator
- Two references from two qualified mediators or trainer/evaluators.

c. In selecting a mediator/neutral the WING will consider the complainant's perception of the third party's impartiality. In order to be effective, the participants in the ADR process must perceive the "neutral" as completely impartial.

(1) EEO Counselors will not act as mediators/neutrals except as a last resort, and then only if the parties agree and the Counselor meets the qualifications required for EEO ADR. Counselors may not serve as mediators or neutrals in a dispute in which they have provided counseling to the complainant. Additionally, investigators may not serve as a mediator or neutral in a case they are investigating.

(2) The WING will not rely upon agency employees to serve as mediators/neutrals in EEO cases, except when the agency mediator or neutral is mutually acceptable to both parties. An external mediator/neutral provides the best assurance of impartiality and the greatest likelihood of a successful ADR.

(3) EEO mediators and neutrals from other states' National Guard or other federal agencies may be used. Financial concerns associated with using mediators/neutrals from other agencies or states must be considered and coordinated through the appropriate Wisconsin National Guard Program Manager.

4-3. Terminating ADR. The overriding principle of ADR is fairness. Fairness requires voluntariness, neutrality, confidentiality and enforceability. Employees who voluntarily participate in ADR may terminate the procedure at any time and return to the EEO process.

4-4. Representation. The employee and management have the right to representation during the ADR process. If either party chooses to have his/her representative present during ADR, the mediator/neutral may decide to what extent the representative may actively participate in the ADR. The individual, nonetheless, will have sufficient time to discuss resolution and review any settlement with his/her representative prior to finalizing the settlement agreement.

4-5. Settlement Authority. The WING will ensure that an agency official with settlement authority is available during the ADR and that no management official, intimately involved with the case, will serve as the sole official with settlement authority.

4-6. Records of ADR. Pursuant to the EEOC's authority set forth in 29 C.F.R. part 1614.602(a) to collect federal complaints processing data and pursuant to the WING's obligation to report EEO activity to the EEOC, the WING must maintain a record of ADR activity for annual reporting to the EEOC. However, in no instance, will the mediator's or neutral's notes or comments from the ADR process be collected or maintained by the WING. The only documentation from the actual ADR process that will be maintained as part of the EEO case file will be a copy of the settlement agreement. The SEEM will be the official office with the responsibility for maintaining EEO-ADR records.

4-7. Point of Contact. Questions regarding ADR procedures in EEO complaint cases will be referred to the SEEM at 608-242-3702 or DSN 724-3702.

FIGURE 6

Pre-Complaint

SETTLEMENT AGREEMENT

BETWEEN the PARTIES of:

(Complainant's Name)

(Complainant's Address)

AND

_____, Wisconsin National Guard

(Agency Official's Name)

(Official's Title)

1. In support of the National Guard Equal Employment Opportunity Program, and the agency's policy of resolving EEO complaints by negotiated settlements, the above-named parties agree to the following terms in full settlement of the EEO complaint of _____, Wisconsin _____ National Guard and _____, Wisconsin _____ National Guard.

2. This settlement agreement is a result of negotiations completed during the pre-complaint stage as prescribed in the Equal Employment Opportunity Commission's (EEOC) Management Directive contained in Title 29 Code of Federal Regulations, Part 1614. Nothing in this settlement agreement constitutes a decision or finding on the merits of the complaint.

3. Conditions of the settlement are as follows: (separate pages may be attached, as necessary)

FIGURE 6. EEO Settlement Agreement (Pre-Complaint)

SETTLEMENT AGREEMENT (continued)

4. This is final resolution and settlement of all issues in the EEO complaint and any further administrative or legal proceedings, in any forums whatsoever, are waived, except for the enforcement of this settlement or attorney's fees appeals under Chapter 7 and 8, Volume II, National Guard Regulation (AR) 690-600/National Guard Regulation (AF) 40-1614 and Title 29 of Code of Federal Regulations Parts 1614.40(a) and 1614.501(e)(2).

5. If the complainant believes that the Wisconsin National Guard has failed to comply with the terms of this settlement agreement for any reason not attributable to acts, omissions, or conduct of the complainant, the complainant must notify, in writing, the National Guard Bureau Complaints Management and Support Activity (NGB-EO), 1411 Jefferson Davis Highway, Room 9200, Arlington, VA 22202-3231, with a copy furnished to the State Adjutant General, ATTN: WING-HR-EO, within thirty (30) calendar days of when the complainant knew, or reasonably should have known of the alleged noncompliance.

6. The complainant acknowledges that he/she has read and understands this settlement agreement and knowingly and voluntarily enters into this agreement willingly and without coercion.

FOR THE AGENCY:

FOR THE COMPLAINANT:

(Signature) (Date)

(Signature) (Date)

(Agency Official's Typed or
Printed Name and Title)

(Title)

(Mediator or other ADR Facilitator Signature)

(Typed or Printed Name)

FIGURE 6. EEO Settlement Agreement (Pre-Complaint)

FIGURE 7

Post-Complaint

SETTLEMENT AGREEMENT

BETWEEN the PARTIES of:

(Complainant's Name)

(Complainant's Address)

AND

_____, Wisconsin National Guard
(Agency Official's Name)

(Official's Title)

1. In support of the National Guard Equal Employment Opportunity Program, and the agency's policy of resolving EEO complaints by negotiated settlements, the above-named parties agree to the following terms in full settlement of the EEO complaint of _____, Wisconsin _____ National Guard and Major General James G. Blaney, the Adjutant General, Wisconsin National Guard, NGB Case Number _____.

2. This settlement agreement is a result of negotiations completed as prescribed in the Equal Employment Opportunity Commission's (EEOC) Management Directive contained in Title 29 Code of Federal Regulations, Part 1614. The National Guard Bureau (Agency) has not issued a final decision on the merits of this EEO complaint and nothing in this settlement agreement constitutes a decision or finding on the merits of the complaint.

3. Conditions of the settlement are as follows: (separate pages may be attached, as necessary)

FIGURE 7. EEO Settlement Agreement (Post-Complaint)

SETTLEMENT AGREEMENT (continued)

4. This is final resolution and settlement of all issues in the EEO complaint, NGB Case Number _____ and any further administrative or legal proceedings, in any forums whatsoever, are waived, except for the enforcement of this settlement or attorney's fees appeals under Chapter 7 and 8, Volume II, National Guard Regulation (AR) 690-600/National Guard Regulation (AF) 40-1614 and Title 29 of Code of Federal Regulations Parts 1614.40(a) and 1614.501(e)(2).

5. If the complainant believes that the Wisconsin National Guard has failed to comply with the terms of this settlement agreement for any reason not attributable to acts, omissions, or conduct of the complainant, the complainant must notify, in writing, the National Guard Bureau Complaints Management and Support Activity (NGB-EO), 1411 Jefferson Davis Highway, Room 9200, Arlington, VA 22202-3231, with a copy furnished to the State Adjutant General, ATTN: WING-HR-EO, within thirty (30) calendar days of when the complainant knew, or reasonably should have known of the alleged noncompliance.

6. The complainant acknowledges that he/she has read and understands this settlement agreement and knowingly and voluntarily enters into the agreement willingly and without coercion.

FOR THE AGENCY:

FOR THE COMPLAINANT:

(Signature) (Date)

(Signature) (Date)

(Agency Official's Typed or
Printed Name and Title)

(Title)

(Mediator or other ADR Facilitator Signature)

(Typed or Printed Name)

FIGURE 7. EEO Settlement Agreement (Post-Complaint)

The proponent of this regulation is the Director, Human Resources. Users are invited to send comments and suggested improvements to The Adjutant General, DMA Wisconsin, ATTN: WING-HR, PO Box 8111, Madison, WI 53708-8111.

FOR THE ADJUTANT GENERAL:

SETH E. PERELMAN
Col, WI ANG
Dir, Human Resources

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