

**NATIONAL SUPPLEMENT**  
**Between**  
**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**  
**And**  
**AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES**  
**NATIONAL COUNCIL OF HUD LOCALS 222**

**Subject:** Alternative Dispute Resolution (ADR) Program

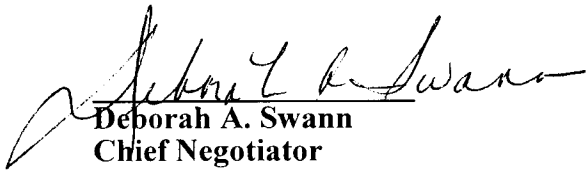
**Scope:** The scope of this supplement encompasses the impact and implementation of the Department's ADR EEO pre-complaint and formal complaint process.

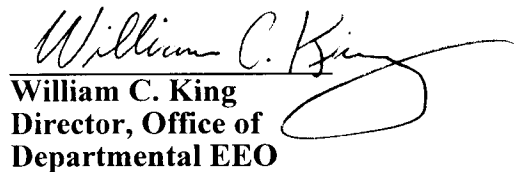
1. Employee Rights - The parties agree that the EEO ADR Program is a voluntary, informal, and strictly confidential process to assist employees and employers to reach their own resolution of disputes involving EEO matters. ADR provides the maximum opportunity for the participants/parties to freely express their positions and interests in a fair and unbiased forum in resolving disputes. ADR mediators will be utilized. Management, within the affected Program Office, shall designate an individual with settlement authority. The Responsible Management Official (RMO) or agency official directly involved in the matter may negotiate on behalf of the agency at an ADR proceeding; however, no RMO or agency official directly involved in a particular case/issue shall serve as the Program Official with settlement authority. If the Program Official with settlement authority is not directly involved in the ADR proceeding, then he or she shall be available during the session.
2. EEO ADR Program Conformance - Management agrees that the Department's EEO ADR program will be conducted in accordance with Chapter 3 of the EEOC Management Directive MD-110.
3. EEO ADR Provisions - The parties agree that it is their intent that the EEO ADR provisions of this supplement be consistent with the Secretary's April 21, 1998 Policy Statement.
4. Alternative Dispute Resolution Process - ADR for EEO shall be available during both the pre-complaint (informal) and formal EEO complaint process. If ADR is elected, the pre-complaint process will not exceed 90 days. The aggrieved person's regulatory EEO rights will not be affected. If ADR is not successful or if the matter has not been resolved within 90 days from the initial contact with the EEO Counselor, the aggrieved person will be issued a notice of right to file a formal complaint. ADR shall remain an option during the formal complaint stage.
5. Employee Participation - The parties agree that participation in the EEO ADR program at the informal/pre-complaint stage does not preclude the employee from exercising rights under any of the Department's other complaint or appeals procedures, including the negotiated grievance procedures, when no resolution is reached.

6. Notification to Employees - Management agrees to consider employee requests and to notify the requester in writing regarding the status of their request for EEO ADR. The notification will inform the employee whether the matter is accepted or determined to be inappropriate for ADR. A determination that the matter is inappropriate for ADR will include the reason.
7. Notice of Agreement to Mediate - Management agrees to add language to the written **Notice of Agreement to Mediate** information concerning the employees statutory EEO rights and entitlement to representation of their choice.
8. Representation - The parties agree that the aggrieved person or complainants in the EEO ADR process are entitled to representation of their choice.
9. Confidentiality - ADR proceedings are strictly confidential and, if resolution attempts fail, offers and statements made by parties cannot be used as evidence against either party in any administrative, judicial or arbitration proceeding. All parties involved in the ADR process shall not disclose any information said or done during the ADR proceedings.
10. Mediators - Management agrees to use only certified and trained ADR mediators/neutrals for the ADR mediation process. These may be contract mediators or shared interagency neutrals/mediators.
11. Availability of Mediators - Management agrees that ADR mediators/neutrals will be made available Departmentwide, regardless of geographical location.
12. Mediation Information - The parties agree that the EEO ADR Mediator shall give the parties to the ADR proceeding the opportunity to request and obtain available relevant information from one another, so that they have sufficient information to make informed decisions.
13. Concurrent Process - The parties agree that if the ADR process is requested after a formal EEO complaint has been filed, then the formal complaint process and the ADR process proceed concurrently.
14. EEO ADR Record - Management agrees that there will be no recorded transcript taken of the EEO ADR sessions. If settlement is reached, then the settlement agreement will be the only record from the EEO/ADR proceeding.
15. Innovative Solutions - Management agrees that the EEO ADR process shall allow for the use of innovative alternative solutions that will be fully considered by management under the EEO ADR process.
16. Settlement Agreements - The parties have significant flexibility in structuring settlement agreements. As long as the parties agree, they can settle for any relief that a court could order if the case were to go to trial. For example, an agency and an employee may agree to a retroactive or prospective personnel action, back pay, attorney's fees, costs, and/or monetary damages or other appropriate solutions.
17. Binding Effect - Management agrees that all final EEO ADR agreements are binding upon the agency.
18. Program Review - The parties agree to consult within 6 months after the date of implementation of this supplement to discuss and update, as appropriate, the EEO ADR program.

19. Training - Management agrees to provide EEO ADR training via various methods including interactive intranet and distance learning to HUD employees within 12 months. This supplement will be included in the training materials.
20. EEO ADR Reports - Management agrees to provide the National Council with quarterly statistical reports indicating the status of EEO ADR cases.
21. Subsequent Agreements - Any future agreements relating to the general subject of ADR shall be consistent with and/or include the provisions of this supplement.
22. Implementation - The parties agree to implement this supplement no later than January 1, 2001.
23. Local Bargaining - The parties agree that Impact and Implementation (I&I) bargaining shall be conducted at the local level as appropriate.
24. Distribution - Management agrees that this supplement will be distributed.

**MANAGEMENT**

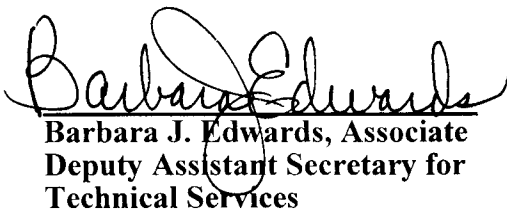
  
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 Robert A. Walker  
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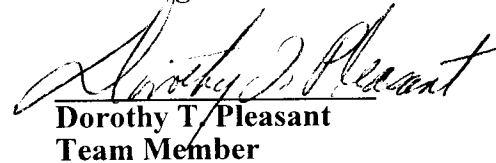
  
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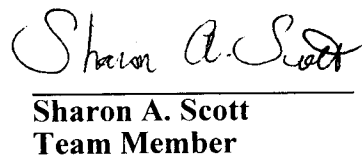
**APPROVED:**

  
 Barbara J. Edwards, Associate  
 Deputy Assistant Secretary for  
 Technical Services

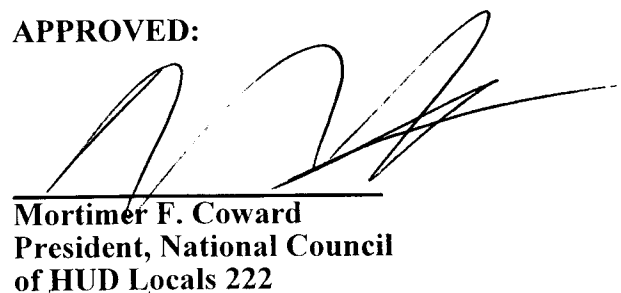
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 President, National Council  
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Date Signed 12/01/00