

LABOR-MANAGEMENT AGREEMENT

between

Kirtland Air Force Base

and

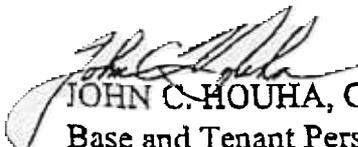
Local 2263 of the American Federation of Government Employees

5 March 2001

In a cooperative effort to improve labor-management relationships, Kirtland Air Force Base and Local 2263 of the American Federation of Government Employees, the Parties to this Agreement, concur on all of the following:

- o All grievances and unfair labor practice charges filed by either Party, based on incidents or issues that arose up to and including the date of this Agreement, are withdrawn. The Employer will bear the full costs associated with cancelling or withdrawing all Employer grievances, including the costs of arbitration hearings, and the Union will bear the full costs associated with cancelling or withdrawing all Union grievances, including the costs of arbitration hearings.
- o Grievances of bargaining unit employees, outstanding on the date of this Agreement, will be submitted for Alternative Dispute Resolution using the services and the procedures of the Kirtland Air Force Base Mediation Center. If mediation is unsuccessful, the Union may elevate the grievance to arbitration within five calendar days after either of the mediating parties withdraws from the mediation process.
- o The Parties agree to withdraw from all provisions of the 8 December 1988 Settlement Agreement. That Agreement is null and void. They also agree that the 30 March 2000 Decision of Arbitrator John B. Abercrombie, relative to the interpretation and application of that Agreement, is null and void.
- o The Parties agree that Alternative Dispute Resolution, using the services and procedures of the Kirtland Air Force Base Mediation Center, may be used to attempt resolution on any issue. All Alternative Dispute Resolution activities must be carried out in accordance with agreements between Air Force Materiel Command and Council 214 of the American Federation of Government Employees. If mediation is unsuccessful, the issue may be submitted into grievance or unfair labor practice procedures consistent with the time limits of those procedures and the agreement between Materiel Command and Council 214.

For the Employer


JOHN C. HOUHA, Chief
Base and Tenant Personnel Services

For the Union


STEVEN K. REMENAR, President
Local 2263 of the American
Federation of Government Employees

5. The parties agree that each party to the mediation may have a representative, and that such representatives may be present in the mediation room only as silent observers. Representatives may not actively participate in the mediation. The representatives may speak to their respective parties during caucus requested by the participants or by the mediator. Representatives may not request a caucus.

6. The parties agree that the mediation process is at all times under the control of the mediator(s). If a representative does not remain silent or in any way disturbs or disrupts the mediation process, the mediator(s) may remove both representatives from the mediation room or cancel the mediation. The representatives will then be allowed to remain outside the mediation room and talk to their respective parties only during caucus.

7. The parties agree that the only persons allowed in the mediation room are the disputants, their respective representatives, and the mediator and co-mediator.

8. The parties agree that settlements entered into by participating bargaining unit employees and Kirtland Air Force Base managers are binding on all parties and constitute full settlement of negotiated grievances. The employee will be given two copies of the final and approved settlement agreement in order that they may provide a copy to the Union. No agreement reached through the mediation process will violate any article of the current Labor-Management Agreement between the parties or establish a past practice or precedent. The parties agree that matters settled under the mediation process may not be raised under any other procedure.

9. This agreement will remain in effect for two years from the date of execution. At the request of either party, the parties will meet in 90 to 120 days after the initial execution of this agreement to review the mediation process and to discuss any necessary modifications to the process. If both parties agree to the modifications, the changes will be incorporated into the basic Memorandum Of Agreement. After the initial 120 day period, and at the request of either party, the parties will meet in April of each year to discuss the mediation program and to negotiate required modifications to the program. The agreement will continue to be automatically renewed for successive two year periods unless one party gives written notice to the other party no later than 45 calendar days prior to the anniversary of the execution of the agreement, that the party desires to amend, modify, or terminate the agreement.

James Mall
AFGE

Robert McCall
KIRTLAND AFB

26 April 1996

MEMORANDUM OF AGREEMENT
BETWEEN
THE AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES
LOCAL 2263
AND
KIRTLAND AIR FORCE BASE
ON
THE ALTERNATIVE DISPUTE RESOLUTION PROGRAM

Kirtland Air Force Base and the American Federation of Government Employees Local 2263 agree that new and innovative ideas may be used to resolve many disputes between bargaining unit employees and their supervisors and managers. To that end, Kirtland Air Force Base has established an Alternative Dispute Resolution Program which consists of mediation as the first step toward prompt resolution of these disputes.

The parties agree to the following:

1. Kirtland Air Force Base has explained the Alternative Dispute Resolution Program to the American Federation of Government Employees Local 2263 and provided written information concerning details and procedures to be used in the administration of the program. The Union agrees to support the Alternative Dispute Resolution Program and to continue to use the program in accordance with this agreement.
2. Kirtland Air Force Base agrees to provide the Union a copy of all future changes to the program directed by higher headquarters or mutually agreed to by the parties. The parties agree that significant changes will be negotiated in accordance with the current Labor-Management Agreement.
3. Kirtland Air Force Base agrees to release officers or stewards of the Union, on official time, to consult with, and provide guidance to bargaining unit employees who voluntarily decide to participate in the Alternative Dispute Resolution Program. The Union agrees to follow the procedures for release from duty for representational activities contained in the current Labor-Management Agreement.
4. The parties agree that employees have the right to choose a representative of their choice or to self-represent. Employees who choose to self-represent will notify the Union in writing of their choice to not be represented by the Union in the mediation process. The employee will provide a copy of the election to the Mediation Center.