

ACQUISITION

Contract

NAVY, COMBANDOR AND TELECOMMUNICATIONS FOR
AIRBORNE SPANISH AIRWAVE
DEPARTMENT OF THE INTERIOR, WASH DC

and

AMERICAN INSTITUTION OF
COMMERCIAL INVESTIGATIONS

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Preamble

This agreement is made by and between the Naval Computer and Telecommunications Area Master Station Atlantic Detachment Cutler, Maine, hereinafter referred to as the M Employer: and the American Federation of Government Employees, Local 2105, an affiliate of AFL-CIO, hereinafter referred to as the "Union," and collectively hereinafter referred to as "Parties."

Witnesseth

Naval Computer and Telecommunications Area Master Station Atlantic Detachment Cutler and American Federation of Government Employees Local 2105 AFL-CIO are obligated to bargain collectively in good faith.

Above our obligation to bargain in good faith, is our mutual goal to pursue solutions which promote increased productivity, customer service, mission accomplishment, efficiency, and quality of life for all personnel.

We will use this contract as a bridge to implement innovative approaches to meet our mission.

Our goal is to develop a strong, integrated, and multi-skilled workforce whose combined experiences will set the standard for others to follow.

The challenge is ours; as a team, we will meet that challenge.

Now, therefore, the Parties hereto agree as follows:

ARTICLE 1 - RECOGNITION AND UNIT DETERMINATION

Section 1:

The Employer hereby recognizes that the Union is the exclusive representative of all employees in the unit (as defined in Section 2 below), and the Union recognizes the responsibilities of representing the interests of all such employees with respect to grievance, personnel policies, practices and procedures, or other matters affecting their general working conditions, subject to the express limitations set forth in Articles 2 and 3 below.

Section 2:

The unit to which this agreement applies is comprised of all civil - services employees employed by the Naval Computer and Telecommunications Area Master Station Atlantic Detachment Cutler, Maine, who are paid from appropriated funds except, professional employees, managerial executives, supervisors, personnel who operate or maintain cryptographic equipment, and employees described in 5 U.S.C. 7112 (B) (2), (3), (4), (6) and (7).

ARTICLE 2 - EMPLOYER RIGHTS

It is agreed that normal functions and authority of Management are vested in Management officials of the Employer; Included in this responsibility, pursuant to PL 95-454, Title VII, Section 7106, is the right to determine the mission, budget, organization, number of employees, and internal security practices of the agency; and in accordance with applicable laws to hire, assign, direct, lay off, and retain employees in the agency or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees; to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted; with to filling

to make selections for appointments from among properly ranked and certified candidates for promotion; or any other appropriate source; and to take whatever actions may be necessary to carry out the agency mission during emergencies. The right to make reasonable rules and regulations shall be considered acknowledged functions of the Employer. In making rules and regulations relating to personnel policy, procedures, practices and matters of working conditions, the Employer shall give due regard and consideration to the obligations imposed by this Agreement and the provisions of PL 95-454 and all other existing laws and regulations. Whenever language in this agreement refers to duties of specific Management personnel, it is not intended to limit Management's right to delegate.

ARTICLE 3 - PROVISIONS REGULATING AGREEMENT

In the administration of all matters covered by this agreement, the parties, employees and supervisors shall be governed by existing or future laws as may be passed by the Congress of the United States and by existing or future OPM, Navy, Department of Defense policies and regulations.

ARTICLE 4 - APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION

Section 1:

The Employer agrees to notify the Union at least fifteen calendar days prior to implementation of personnel policies and practices which are within the discretion of the head of the activity. The Employer agrees to submit the proposed changes to the Union in writing.

Appropriate matters include safety, training, labor-management cooperation, employee services, methods of adjusting grievances, appeals, leave, promotion plans, demotion practices, hours of work affecting

the conditions of employment for unit employees which are not specifically covered within the terms of this agreement, and other topics required by this agreement and PL 95-454.

ARTICLE 5 - DURATION AND CHANGES

Section 1:

This agreement shall remain in full force and effect until three years from the date of Department of Defense approval.

Section 2:

Negotiations for a new contract shall commence not more than 105 nor less than 60 days prior to the expiration date. Once commenced, negotiations will be conducted expeditiously, and only during normal duty hours unless alternate arrangements are mutually agreed to by the parties concerned.

Section 3:

Amendments may be required because of changes made in applicable laws or any Government wide rule or regulations - see 5 U.S.C. 7117 after the effective date of the Agreement. In such event the Parties will meet for the purpose of negotiating law language that will meet the requirements of such laws or any Government wide rule or regulation. Such amendment (s) as may be agreed to will be duly executed by the Parties and become effective on a date or dates mutually agreed as being appropriate under the circumstances subject to prior approval of the Department of Defense.

Section 4:

It is agreed that this agreement will be reopened for negotiations upon resolution of non-negotiability issues in the following circumstances:

a. The Management or the head of the Agency withdraws their claim on non-negotiability, or:

b. The FLRA declares the issue negotiable.

Negotiations shall commence within 30 days of a receipt of a request to bargain. Negotiations shall be conducted under the ground rules for negotiating this contract. Agreements reached will be included as part of this contract and will have the same duration.

Section 5:

The above procedure does not preclude the Parties from revising the proposals to overcome questions of non-negotiability.

ARTICLE 6: - RIGHTS OF THE EMPLOYEE

Section 1:

Each employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided under this article, such right includes the right to act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the executive branch of the Government, the Congress, or other appropriate authorities, and to engage in

collective bargaining with respect to conditions of employment through representative chosen by employees under this chapter.

Section 2:

Nothing in this Agreement shall require an employee to become or remain a member of a labor organization, except pursuant to a voluntary written authorization for dues withholding. Cancellation of payroll deductions for Union dues may be made at any time by filing a SF1188B to management. Such cancellation will be effective the first full pay period which begins on or after the next anniversary of the date/month/year of the initial deduction.

Section 3:

An employee is not authorized by PL 95-454 to assist a labor organization or participate in its Management or represent it, if such activity could result in a conflict or apparent conflict of interest or otherwise be incompatible with law or with the official duties of the employee. In the event such conflict or incompatibility arises, the individual concerned will be given reasonable opportunity to correct with condition causing such conflict or incompatibility.

ARTICLE 7 - UNION REPRESENTATION

The Management agrees to recognize duly designated Union officers and stewards. The number of stewards shall be the number reasonably required so that each employee in the unit will have ready access to a steward. The Union shall supply the Management, in writing, and maintain with him/her on a current basis, a complete list of all authorized stewards and duly designated Union officers together with the group or employees by work area.

Section 2:

The Management agrees that a reasonable amount of official time shall be made available to employees, stewards, and other appropriate union representatives while engaged in the activities as set forth in section 3 below. The use of official time shall be requested in advance, using forms provided by the management when possible. The management agrees to provide a copy of the official time usage form to the requester. When the needs of the work situation require, the supervisor may defer approval of such request until the official time can be made available. If time is deferred, any action that may be pending will be held in abeyance until such time is approved and management will provide a written explanation for deferral. If additional time is required beyond the original request, the requester will notify their supervisor, or if not available, the next senior person available within their chain of command.

Section 3:

The following activities are those eligible for official time:

a. Informal complaint resolution - Actions taken to investigate and informally resolve an employee's complaint at the lowest organizational element; discussions with aggrieved employees and their supervisors for this purpose; and discussions between Union stewards and supervisors concerning general working conditions within the steward's area of responsibility.

b. Negotiated grievance proceedings - Actions pertaining to Union representation of employees during informal grievance proceedings including investigation, pertinent discussions with aggrieved employees and Management officials, and presentation of the Union position at various stages of the negotiated procedure.

c. Arbitration - Actions pertaining to Union representation of employees and of Union interests during all phases of arbitration proceedings, including interviewing witnesses and reviewing documents normally available during regular duty hours and appearance at arbitration hearings.

d. Management meetings - Attendance at regularly scheduled meetings between Union officials and Management, and non-scheduled meetings called by Management or the Union, including preparation of an agenda for such meetings.

e. Committee meetings - Attendance at meetings of those committees of which the Union is a member according to the terms of this Agreement, including preparation for such meetings.

f. Contact with Congressional Representatives
The Union president or his/her designee shall be authorized official time to represent federal employees by visiting, phoning, or writing to elected representatives in Congress. It is agreed that visits to elected representatives will not exceed 7 visits per fiscal year to the Bangor offices of Maine's Congressional Delegation. Such visits will not be used to influence pending legislation or appropriation. Prior to visiting the Bangor offices, the Union will submit a written request to the Labor Relations Assistant via the respective supervisor stating the time and date of the scheduled meetings and summary of discussion items. Acknowledging that these visits are of mutual benefit to the employees and the Agency, it is agreed that a government vehicle will be provided for Bangor visits, depending upon availability. If a government vehicle is not available, it is understood that mileage will not be paid. It is agreed that requests for vehicle use will be made three days in advance when possible.

g. Preparation for all phases of negotiations - Includes Impact and Implementation, Appropriate Arrangements, Mid-Term and re-negotiation of the collective bargaining agreement.

h. Other Union activities - All other activities of Union officials specifically permitted under this agreement and Title VII, Civil Service Reform Act including all appellate procedures allowed by Federal law and regulation.

Section 4:

There shall be no restraint, interference, coercion or discrimination against a Union representative because of the performance of appropriate duties.

Section 5:

The Management agrees that officers or duly designated representatives of the Union or its national office, who are not active employees of the station, may be admitted to the station upon approval of a request to the Management (Technical Director) from the Union. such visits shall be governed by applicable security regulations. The scheduling and duration of the visit will be such that the least disruption of work will be made by the visit.

ARTICLE 8 - BASIC WORKWEEK AND HOURS OF WORK

Section 1:

It is agreed that the principles listed below and in directives from higher authority will be observed by the Management in scheduling the work week of both graded and ungraded employees, except in situations where the Technical Director determines that the activity of this station would be handicapped in carrying out its mission or when costs would be substantially increased.

a. Employees' work schedules shall be maintained as stable as practicable and employees will be given advance notice in writing no less than 7 days prior to changes in their work schedules except for those instances where the activity would be seriously handicapped in carrying out its function or when costs would

substantially increase. The Union will be notified in writing before the first administrative work week affected by the change. When such instances occur Management will provide a written reason.

b. The Management and Union, acknowledge that the workweek shall be 40 hours and scheduled as follows:

(1) BASIC WORKWEEK. It is understood that the basic 5 day, 40 hour week shall be Monday through Friday, the normal working hours will be from 0730 to 1600. In general, the working hours in each day of the basic workweek shall be the same, unless an agreement is made between the employee and or the Union and the Management and is consistent with governing directives.

In the service-type functions where services must be provided around the clock and/or on all days of the week, work schedules will be fixed according to the need for the service. When Saturday and/or Sunday are scheduled as basic work days, the non-work days corresponding to Saturday and/or Sunday will, whenever practicable, be consecutive.

Section 2:

A reasonable amount of time will normally be allocated employees for personal cleanup, prior to scheduled lunch periods and prior to the close of the shift including overtime. However, only the minimum time, if any time is required, will be allocated by each supervisor, depending on work areas and condition.

Section 3:

a. When general administrative dismissal is ordered by the Technical Director, applicable station instructions will be followed.

b. Dismissal refers to short term closing of all or part of an activity after an employee reports to work (i.e., snow days).

ARTICLE 9 - OVERTIME

Section 1:

As stated in Article 2, the Management reserves the right to determine the personnel by which operations are conducted; however, it is agreed that, in general, all job factors being equal, overtime requirements shall be rotated fairly and equitably to employees in their particular job rating and in their assigned shop and/or office; it being understood that unforeseen circumstances may preclude rotation in overtime assignments.

Section 2:

In the assignment of overtime, the Management agrees to provide the employee with as much advance notice as is possible and further agrees to give due consideration to the employee's personal circumstances. The Union recognizes that in some areas, such as breakdown of equipment, little or no advance notice may be possible.

Section 3:

Ordinarily no employee shall have his or her workdays and/or work hours altered within a workweek for the primary purpose of avoiding the payment of overtime.

Section 4:

An employee shall receive at least two hours pay at the applicable overtime rate when it is necessary for he or she to return to the workplace outside of and unconnected with his

or her regular shift hours to work on an overtime basis and cannot be utilized for

the full two hours in accordance with 5 CFR 550 .112 (H).

Section 5:

Overtime pay will be computed in accordance with 5 C.F.R., Subpart E.

Section 6:

All hours of work in excess of eight hours in the employee's regular work shift or in excess of forty hours in his or her basic workweek shall be paid for or equal to time and half the employee's hourly rate, except as provided in Section a below and to 5 C.F.R, 551. Subpart E.

Section 7:

At the request of an employee, compensatory time off from an employee's tour of duty may be granted instead of payment for overtime.

ARTICLE 10 - WAGE SURVEYS

Section 1:

It is agreed that the Union shall be notified in writing by the Management promptly after higher authority issues an announcement for any type of wage survey that involves the employees in the unit.

Section 2:

When requested by the Area Wage Survey Committee, the Management will provide employees

as data collectors in accordance with the instructions of the Area Wage Survey Committee.

ARTICLE 11 - LEAVE ADMINISTRATION

Section 1:

All leave will be administered in accordance with existing and future laws, rules and regulations as directed by higher authority.

Section 2:

Sick Leave: The Union joins the Management in recognizing the insurance value of sick leave and agrees to encourage employees to conserve such leave so it will be available to them in case of illness. Employees are obligated to use sick leave only when incapacitated for the performance of duty by sickness, injury or as otherwise provided for in sick leave regulations.

a. Requests for sick leave for medical, dental or optical examinations or treatment will be submitted and approved in advance of the appointment. Employees who call in for unscheduled sick leave will notify their supervisor no later than one hour after the start of their shift. Employees on night shifts should provide notification at least one hour prior to their scheduled relieve time.

b. Periods of absences on sick leave in excess of three workdays must ordinarily be supported by a medical certificate, to be filed within 15 workdays after return to duty.

Instead of a medical certificate, the employee's signed statement explaining the nature of the illness may be accepted when it is unreasonable to require a medical certificate because of shortage of physicians, remoteness of locality, or because the illness does not require the services of a physician. In cases of suspected sick leave abuse

the employee concerned will be subject to the procedures of applicable regulations. When a medical certificate is required because of suspected sick leave abuse, it must be filed immediately after returning to duty.

c. A medical exam by the agency may be required of an employee upon return to work, if his or her job has physical or medical standards for selection or retention, physical requirements, or which is part of an established program of medical surveillance related to occupational or environmental exposure or demands. Employees shall furnish a doctor's certificate for sick leave seven or more consecutive calendar days in accordance with current regulations.

d. In accordance with current regulations, sick leave not to exceed thirty days may be advanced in cases of serious illness or disability, except sick leave shall not be advanced to an employee holding a limited appointment, or one expiring on a specific date in excess of the amount of leave to be accrued during the remainder of the appointment. Sick leave will not ordinarily be advanced to employees contemplating separation by retirement or resignation. Before advancing sick leave, consideration will be given to requiring the use of available annual leave. Advanced sick leave will not be normally advanced to an employee under a Letter of Requirement for suspected sick leave abuse.

e. Employees are entitled to apply sick leave in accordance with 5 CFR, 630, Subpart L.

Section 3:

Annual Leave. All annual leave is required to be approved in advance; however, it is recognized that unforeseen circumstances may require the use of emergency leave. When emergency leave is required, employees will personally request

the leave from their immediate supervisor, or if he or she cannot be reached, to the next higher level of supervision, or if neither can be reached, to a designated alternate, in that order, within the first four (4) hours of their work shift on the first day of their absence, and within the first four (4) hours of their work shift on the first day following the termination of each approved absence. Consideration will be given to an employee if the nature of the emergency is so severe that it precludes such personal notification. In such cases, the notification may be made by another person. Approval or disapproval may be granted by the supervisor or the next higher level of supervision, but not by the alternate.

However, reporting to the alternate will conform to the reporting requirements only.

Retroactive approval of annual leave may be given where circumstances warrant. The mere reporting of an absence to the alternate will not necessarily result in favorable action and documented proof of emergency conditions may be required.

a. Supervisors will be required to have employees submit tentative leave requirements as early in the calendar year as possible. Supervisors will then establish leave schedules to ensure that all employees are given the opportunity for a reasonable vacation period and to use all leave which cannot be carried forward into the next year.

b. The Management will make every effort to grant two consecutive weeks of annual leave when feasible. Every effort will be made to grant annual leave for longer periods to employees who desire to take special vacations. The Management agrees that if leave cannot be scheduled at the time requested by the employee, the supervisor will consult the employee and endeavor to schedule the leave at an alternate time as convenient as possible to the employee.

Section. 4:

The Management agrees to favorably consider requests for excused leave or official time for Union representatives to attend employee sponsored training conferences, seminars, or workshops on matters which are of mutual concern to the Management and the Union.

Section 5:

Excused absence may be granted to permit an employee who intends to vote, to report to work three hours after the polls open or leave work three hours before the polls close, whichever involves less time away from work.

Section 6:

The Management can grant up to (4) hours of excused leave for those employees who donate blood.

ARTICLE 12 - PROMOTION

Section 1:

It is agreed that all promotions of employees at this activity will be made in accordance with the Human Resource Service Center Northeast (HRSC NE) policy. Promotions shall be made on the basis of merit, fitness and qualifications. No discrimination shall be exercised because of race, color, creed, national origin, age, sex, physical handicap, marital status, political affiliation or employee organization affiliation.

Section 2:

The minimum area of consideration is the Naval Computer and Telecommunications Area Master Station Atlantic Detachment Cutler.

ARTICLE 13 - POSTING OF POSITION ANNOUNCEMENTS

Section 1:

A copy of Detachment activity merit promotion announcements describing the duties and the qualification requirements will be circularized by being posted on official bulletin boards within the activity. A copy of the merit promotion announcement will be furnished to each division head and President of Local 2635 in each instance.

Section 2:

Interested applicants must file an on line application with the HRSC NE before the closing date, except that provisions for considering absent employees will be in accordance with HCRS NE policy.

Section 3:

Selection for bargaining unit positions shall normally be made within fifteen (15) working days after receipt of the list of eligibles from HRSC NE, except for competitive promotion announcement examinations conducted by HRSC NE under delegated examining authority from the Office of Personnel Management.

ARTICLE 14 - DISCIPLINARY ACTIONS

Section 1:

The Management agrees that the purpose of disciplinary action (Letter of Reprimand and Suspension up to 14 calendar days) is to correct, rather than punish an offending employee; to maintain discipline and morale among other employees and to promote the efficiency of the organization. The Management will use the most current guidance provided by HRO Groton for taking disciplinary action. Investigation of the case to develop the facts may include private talks between a supervisor and an employee, consistent with Title VII, PL 95-454.

Section 2:

When Management decides to confront an employee with the evidence that has been developed, the employee will be informed that he or she may have a Union representative present if he or she so chooses. Should the employee choose to have a Union representative present, no further discussion shall take place until the requested Union representative is present. This requirement will not unduly delay further investigation.

Section 3:

The Management will hold any information relative to proposed disciplinary action such as suspension demotion or removal to be privileged and a private matter between the Management and the employee. The Management agrees to provide any relevant material, date and/or documentation to the affected employee upon written request, with the understanding that the employee may divulge such information to the Union to support any representational action on behalf of the employee.

Section 4:

If an employee is to be served a warrant or subpoena, the Management shall have the employee report to the Security Division office where the employee will be served. Public embarrassment of the employee shall be kept to a minimum.

Section 5:

The Management agrees that the employee has a right to fair and just discipline based on facts, and has a right to question the facts and to present a defense.

Section 6:

When a investigation of an unclassified nature is being conducted by Navy Personnel, and where the employee may be the recipient of disciplinary action, the employee shall be advised by the investigator of the general nature of the interview and his/her right to union representation. The union role in the interview in in both criminal and non-criminal cases is to clarify

the questions clarify the answers, assist the employee in providing extenuating facts and to advise the employees. ..

Section 7:

Local authorities or NCIS will apprise bargaining unit employees of their Miranda rights where they are subject to criminal charges.

ARTICLE 15 - PERSONNEL MOVEMENT IN R-I-F SITUATION AND REHIRING

Section 1:

The Management agrees to notify the Union in writing when a reduction-in-force has been requested from higher authority and the reasons for the requested action. The Management also agrees to inform the Union of the affected competitive levels and the number of employees affected, when this information is available.

Section 2:

Any permanent status employee who is separated because of a reduction-in-force shall be placed on a reemployment priority list in accordance with existing instructions.

Section 3:

It is agreed that the Management will make a reasonable effort to reassign employees whose positions are eliminated. It is agreed that the Management will make a reasonable effort to train employees where necessary for reassignment when positions are eliminated because of automation or adoption of labor saving devices, provided the employee has the necessary aptitude as determined by the Management.

Section 4:

Management agrees to use attrition to accomplish personnel reductions and other means of cutting

costs to the extent practicable before conducting a reduction-in-force.

Section 5:

Management agrees that bargaining unit employees who have received reduction-in-force notices will be given priority consideration in filling any vacancies at or below their current grade for which they are qualified using all applicable Federal, DoD, and Agency programs.

ARTICLE 16 - INFORMAL REVIEW OF JOB DESCRIPTIONS AND RATINGS

Section 1:

When an employee alleges inequities in his or her position classification or job rating, he or she shall be furnished information by the Management on appeal rights and procedures. He or she may elect to be represented or assisted by a Union representative in discussing the matter with his or her supervisor or with the command classifier in reviewing classification standards or rating definitions that pertain to his or her rating or position, or in pursuing an appeal.

Section 2:

When an employee's performance has been evaluated as unacceptable, the employee will be notified of this in writing. This notification will include what corrective action the employee must take, what assistance the Management will provide and a specific time frame, no less than 45 days, in which to demonstrate improved performance.

ARTICLE 17 - TEMPORARY ASSIGNMENTS AND DETAILS

Section 1:

The Management shall rotate details to higher grade to the maximum extent practicable, among the best qualified employees as determined by

management. Temporary promotion will not normally be made for periods of less than one hundred twenty calendar days.

Section 2:

Disputes arising out of the application of temporary promotion provisions shall be processed in accordance with the negotiated grievance procedure.

Section 3:

All time worked by an employee in a higher classification than normally assigned may be documented by the employee on their application for crediting to his or her experience qualifications. (When the employee is the normal relief of the higher classification position, detail or temporary promotion, procedures in Section 1 above may be utilized if the period of the incumbent's absence exceeds thirty consecutive days).

Section 4:

The Management shall ensure that employees are detailed in accordance with applicable regulations to meet temporary needs of the activity work program under existing regulations.

Section 5:

Selection for detail will be made in consideration of the needs of management, employee abilities and merit principles.

Section 6:

Where an employee has been certified by competent medical authority to return to work, but with limitation, consideration will be given to providing work assignments within those limitations if available and consistent with the needs of Management.

ARTICLE 18 OCCUPATIONAL TRAINING OPPORTUNITIES

The Management and Union, will mutually review and identify occupational training requirements.

ARTICLE 19 - SAFETY

Section 1:

The Management shall continue to provide and maintain safe working conditions and industrial health protection for the employees. The Union and management will appoint a Safety Committee of three bargaining units and three non-bargaining units that will meet on a quarterly basis. The Union and Management will encourage all employees to work in a safe manner.

Section 2:

Employees and Management will be alert to observe unsafe practices, equipment, and conditions, as well as environmental conditions in their immediate area which represent industrial hazards. When unsafe or unhealthy conditions are observed by employees, they shall stop the unsafe act, report it to the senior person on site, and the immediate supervisor if the unsafe act is unresolved on-site. If any employee feels the work assigned to him or her may be hazardous, he or she may discuss it with his or her supervisor prior to commencement of the assigned work.

Section 3:

As stated through the intent of Executive Order 12196 of 26 February 1980, it is agreed that the Union president attend opening conference, walk-around inspections, and closing conference at all external command level safety inspections. It is further agreed that appropriate Union appointed Safety Representatives accompany the walk-around portion of all internal and external safety inspections through their respective work spaces.

Section 4:

The Union shall be allowed a reasonable amount of official time to review the applicable conditions of work for each employee injured on the job. This is the spirit of reviewing the issue of safety in the work place.

Section 5:

Management agrees that an employee who is injured on the job may seek first aid/see a doctor of his/her choice in the local commuting area. The agency will provide transportation, if necessary and administrative time for all on the job injuries.

ARTICLE 20 - COMMITTEE ASSIGNMENTS

Section 1:

The Management and the Union, recognize it is mutually beneficial for joint participation in those committees affecting Bargaining Unit Employees.

ARTICLE 21 - OFFICE FACILITIES AND SERVICES

Section 1:

Bulletin boards will be provided for the Union in the following areas: Building. 100, 103, 135, and 507. The Union agrees that literature posted must not violate any law, the security of the installation, or contain scurrilous or libelous material. In addition, the posting of material relating to partisan matters or material which reflects upon the integrity or motives of any individual, another employee organization, or upon the Federal Government will not be permitted. Bulletin boards are furnished for the convenience of the Union which is solely responsible for its material. The Management does not vouch for the accuracy or authenticity of the Union information, nor does appearance of material on the board constitute endorsement by Management.

Section 2:

The Union will be provided an office space in Building 103. The Union will be provided a private line for commercial access, but will obtain their own long distance carrier and be responsible for the costs. The Management will provide Government telephone service to include on-base and DSN (formerly AUTOVON) access. The Union agrees to ensure use of these services will be restricted to Labor-Management relations matters as defined in the Agreement and agrees to provide adequate safeguards to prevent unauthorized use.

Section 3:

The Management agrees to place the Union on the distribution lists for all NCTAMS LANT DET Cutler instructions pertaining to civilian personnel matters and to provide the Union access to other civilian personnel directives.

Section 4:

The Management will supply the Union with sufficient copies of this Agreement and any future amendments for all present and future unit members.

Section 5:

Representatives of the Union and the Management shall meet when necessary, to confer regarding general matters affecting relations between the parties and overall working conditions, subject to the provisions of this Agreement. Upon written notice of not less than three working days, either party will meet with the other for the above purpose, provided that the notice states the agenda to be discussed. Agenda for such meetings will be limited to those areas covered by this Agreement. Attendees at these meetings will be held to a minimum.

Section 6

The Management agrees that the Union shall be entitled to use designated Government copying machines for the purpose of copying documents relating to official representational duties. For internal Union business, the Union agrees to a fee for services which shall be 15 cents a copy, to be paid quarterly.

Section 7:

The Management will provide the Union with access to designated Government facsimile machines. The Union agrees to ensure their use will be for official Union business and further agrees to maintain a record of the number, destination and page count of faxes sent and destination of faxes to be reported quarterly to the Telecommunications Manager.

ARTICLE 22 - ALTERNATE DISPUTE RESOLUTION

The parties agree and recognize the value of utilizing ADR principles in resolving employee complaints. ADR techniques should be used as an alternate to grievance or complaint to resolve the entire issue in controversy or a portion of the issue. The parties' goal is to resolve complaints at the earliest stage feasible, by the quickest and lowest possible organization level prior to a grievance. Every complaint, regardless of the subject, is a potential case for ADR. The ADR process is a supplement to the grievance procedures, to include Detachment mediation or facilitation, early neutral inquires and settlement conferences. Employees invoking ADR, must first notify AFGE of their request. Within ten (10) working days, a mediator or facilitator, appointed by AFGE and management, will conduct an ADR session. If the issues cannot be resolved at that time, the complaint will be advanced to the grievance level. ADR may resolve employee complaints, union complaints, Unfair Labor Practice charges, and other misunderstandings.

ARTICLE 23 - GRIEVANCE PROCEDURE

Section 1:

The Management and Union recognize and endorse the importance of bringing to light and adjusting grievances promptly. The Management and Union agree that every effort will be made by the parties involved to settle the grievance at the lowest possible level. The filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, his/her performance, loyalty or desirability to the organization. The procedures set forth in this article shall be the sole procedure for processing grievances by an bargaining unit employee (s), the union or management except those prohibited by law.

Section 2:

Individual employees using this procedure will be represented by a steward, or an officer. Employees may be present grievances on their own behalf within the provisions of this grievance procedure and one Union representative has the right to be passively present during the grievance proceeding. Employees may exercise, in a timely manner, the right to present grievances to appropriate Management officials.

Section 3:

Any grievances not taken up with the Management within fifteen (15) working days after the occurrence of the matter out of which the grievance arose, shall not be presented nor considered at a later date except cases where the employee or complaining party could not reasonably have been aware of being aggrieved. Extensions may be mutually agreed upon to provide for unusual cases.

Section 4:

The following grievance procedure applies to all legally grievable matters of all eligible employees of the unit and parties.

a. Informal Step. An employee shall first take up his or her grievance informally with his/her immediate supervisor. The immediate supervisor will meet with the employee in an attempt to resolve the grievance. The employee may, upon request, be represented by one Union representative who shall be the appropriate steward, if available. The supervisor must give his or her answer within three (3) working days, not including the day the informal grievance was presented. The Union and the Management anticipate that most employee grievances will be settled as this informal level.

b. Formal Procedure.

(1) Step 1. If no satisfactory settlement is reached at the informal step and the employee elects to pursue his/her grievance under the formal procedure, the Management or the Union shall reduce the grievance to writing on the appropriate grievance form, within five (5) working days of the supervisor's information decision. The form shall be submitted to a supervisor, assigned by the Technical Director. The response must give the date of informal discussion, the date of discussion, the date of informal decision, and identify the next level. This supervisor will meet with the employee and one Union representative, who shall be the steward involved, if available. If not available, another union official will be appointed in an attempt to resolve the grievance within five (5) working days of receipt. A written decision will be given to the employee within five (5) working days of this meeting.

(2) Step 2. If a satisfactory settlement has not been reached at the second level, the employee may submit his or her grievance within ten (10) working days to the Technical Director who shall meet within ten (10) working days with the employee and chief steward and attempt to resolve the grievance. A written decision will be given to the employee within ten (10) working days of the meeting .

(3) Step 3. If either party is not satisfied with the decision at Step 3, they may, within thirty (30) working days from the date of this decision, make formal written request that the unresolved grievance be submitted to impartial arbitration in accordance with Article 24.

c. Decision Levels. Grievance involving formal discipline will begin with the level of Management above that which effected the action, but in no case shall it go beyond the Technical Director.

Section 5:

Grievances initiated by the Union or the Management will be submitted to the appropriate level in the Chain of Command. Within (ten)10 working days of receipt, a meeting will be held with the president of the Union or his/her representatives to resolve the grievance. A decision will be rendered not later than ten (10) working days following the meeting unless it is mutually agreed that the matter should be referred to a lower level for processing at Step 1 or Step 2.

Section 6:

At each and every step of the grievance procedure the Union and Management may call a reasonable number of relevant bargaining unit member witnesses. If the witness's presence is required at time outside of his/her scheduled hours of work, the party requesting the witness will give sufficient notice so that management has the option of either rescheduling the employee's work hours or authorizing overtime, at Management's election. If sufficient notice is not provided, the witness's testimony will be allowed in a separate meeting within that witness' s work hours. Meetings and adjustments in work schedules will be made to alleviate the necessity for overtime. The parties shall upon request of the other party, permit inspection of pertinent records insofar as permissible without violating laws, regulations, or Government policy, for the purpose of substantiating the contentions or claims of the parties.

Section 7:

Failure of the Management to meet the time limits prescribed above shall permit the employee or the parties to move the grievance to the next step of the grievance procedure. Failure of the employee or the parties to meet the time limits prescribed above shall constitute withdrawal and termination of the grievance. This does not, however, preclude the right of the parties to mutually agree in writing to extend the prescribed time limits in unusual circumstances.

Section 8:

Upon the completion of each formal step of this negotiated grievance procedure, Management will give the original copy of the grievance form to the employee and forward a copy to the Union.

Section 9:

The Union and the Management agree that when several employees have an identical grievance (where no individual variations are involved), the Union will select one case for processing under the grievance procedure. The employees will be advised that in processing one grievance for the group, the decision on the case selected will be binding in all other cases. Names of all employees involved in this procedure will be made a part of the record of the case selected for processing and when a decision is made on the grievance, each employee will be individually notified.

Section 10:

In the event either party should declare a grievance non-arbitrable, the original grievance shall be considered amended to include the question of arbitrability. All disputes of arbitrability shall be referred to arbitration as a threshold issue in the related grievance.

ARTICLE 24 - ARBITRATION

Section 1:

If the Management and the Union fail to settle any grievance or complaint arising under Article 3 or have disagreement concerning the interpretation, application, or alleged violation of this Agreement, such grievance, or disagreement may be referred to binding arbitration by either party.

Section 2:

Within five(S) working days after invocation of arbitration, the Management or his/her representative will meet with the Union for the purpose of endeavoring to agree on the selection of an arbitrator. If agreement cannot be reached on the selection of an arbitrator, either party may request the Federal Mediation and Conciliation Service to submit a list of seven impartial persons qualified to act as arbitrators. Both parties shall meet within five(S) working days after the receipt of such list. If they cannot agree upon one(1) of the listed arbitrators, then the Management and the Union will each strike out one(1) arbitrator's name from the list of seven (7) and shall then repeat this procedure twice. The remaining name shall be the duly selected arbitrator.

Section 3:

Any fees and expenses of the arbitration shall be borne equally by the Management and the Union provided that the per diem cost to the Management shall not exceed that authorized by JTR. The cost of a shorthand reporter or reporters, if requested by the arbitrator, shall be equally by the parties.

Section 4:

The arbitration hearing shall normally be held at Naval Computer and Telecommunications Area Master Station Atlantic Detachment Cutler, Maine, during the regular day shift work hours of the basic workweek. The employee may be represented at the arbitration hearing by a Union representative.

Section 5:

The arbitrator shall not change, modify, alter, delete, or add to the provisions of this Agreement; such right is the prerogative of the contracting parties only.

Section 6:

The Management or the Union may file exceptions to an arbitrator's award with the appropriate authority.

ARTICLE 25 - SPECIAL CLOTHING

Employees who normally work outside and those who handle heavy material, dirty, etc., will be furnished Personal Protective Clothing. The Management will provide an initial issue of rain suits, insulated coveralls, and work gloves for these employees and will replace worn out coveralls and rain suits on a one-for-one exchange basis. These items will be returned to the Management when the employee to whom they are issued transfers or terminates employment. Safety Boots and Eyewear will be furnished, for those in industrial/eye hazard areas, up to certain amounts in accordance with agreement signed by AFGE President and the Technical Director.

ARTICLE 26 - CONTRACTING OUT OF WORK

Section 1:

The Management agrees to advise the Union in writing in advance of scheduled cost comparison studies, the timing of major events, the number and types of employees that may be affected, and other appropriate information in accordance with OPNAVINST 4860.7C. Additionally, the Management agrees to keep the Union advised of the status of a Commercial Activities (CA) situation as it proceeds.

Section 2:

The Management agrees to request the Union's written input for consideration in the development of the Performance Work Statement (PWS) and the Most Efficient Organization (MEO) in future CA studies.

Section 3:

When the decision is made to contract out for work typically performed by station forces (i.e., facility support contracts), the activity will consult or confer as appropriate with the Union as early as practicable as to the potential impact on the conditions of employment of the employees in the Union with access to any of the aforementioned contract specifications and disclosure of award price upon request, but not before announcement of decision.

ARTICLE 27 - ENVIRONMENTAL DIFFERENTIAL PAY

When the Management determines, through his/her own evaluation or through information furnished by the Union, that a local situation is covered by one or more of the defined categories in applicable instructions, the authorized differential will be paid for the appropriate category.

ARTICLE 28 - DRUG TESTING

Will be administered in accordance with local directives.

ARTICLE 29 - DINING FACILITIES

Acknowledging that the Cutler Detachment does not have a dining facility and area restaurants are fourteen (14) miles from the Detachment, management agrees to provide kitchen appliances to each division and provide bottled water any time well water doesn't meet state guidelines.

APPENDIX 1

MATTERS SPECIFICALLY EXCLUDED FROM GRIEVANCE PROCEDURES
AND ARBITRATION

1. Any claimed violation of subchapter III of chapter 73 of Title V (relating to prohibited political activities);
2. Retirement, life insurance, or health insurances;
3. A suspension or removal under section 7532 of Title V;
4. Any examination, certification, or appointment; or
5. The classification of any position which does not result in the reduction in grade of pay of an employee.

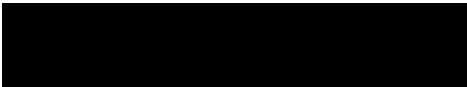
IN WITNESS WHEREOF the parties hereto have entered into this agreement on this 7th day of November 2003 •

FOR THE UNION:

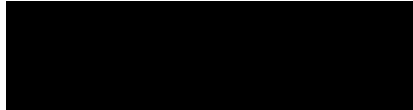
President
AFGE Local 2635



Chief Negotiator for
Negotiating Committee
Management Negotiating
Committee



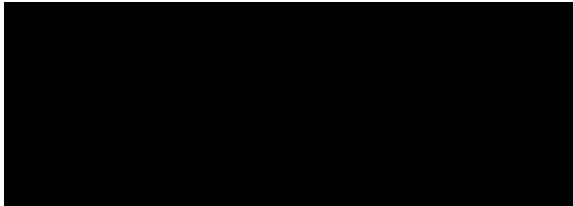
Vice President
AFGE Local 2635
Negotiating Committee



Security Manager
Negotiating Committee



Negotiating Committee



Leader
Negotiating Committee



2635
American Federation of
Government Employees
Naval Computer and
Telecommunications Area
Master Station Atlantic
ME



Naval Computer and
Telecommunications Area
Master Station Atlantic



Approved by the Department of Defense on 7th day of
November .2003