



NEGOTIATED AGREEMENT

between the

NAVY EXCHANGE NEW LONDON
Groton, Connecticut
and

Local · RI -100
NATIONAL ASSOCIATION OF
GOVERNMENT EMPLOYEES

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Preamble

Witnesseth

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PREAMBLE

This agreement is made by and between the Navy Exchange. U.S Sub Base, New London, Connecticut, hereinafter referred to as the "Employer", and the National Association of Government Employees, Local RI-100, hereinafter referred to as "N.A.G.E. ".

WITNESSETH

In consideration of the mutual covenants herein set forth, the parties hereto, intending to be bound hereby agree as follows:

WHEREAS, it is the intent and purpose of the parties hereto to promote and improve the efficient administration of the Navy Exchange Program and the well being of Exchange employees in consonance with the spirit and intent of Title VII of the Civil Service Reform Act of 1978, to establish a basic understanding relative to personnel policies, practices, procedures and matters, affecting other conditions of employment and to provide means for amicable discussion and adjustment of matter, of mutual interest at the Navy Exchange, U. S. Sub Base, New London, Connecticut, NOW, THEREFORE, the parties Here to agree as follows:

ARTICLE I
RECOGNITION AND UNIT DETERMINATION

Section 1. The Employer recognizes that N.A.G.E. is the exclusive Representative of all the employees of the unit (as defined in Section 2, below), and N.A.G.E. recognizes the responsibilities of representing the interest of all such employees, with respect to grievances, personnel policies, practices and procedures, or other matters affecting their general conditions.

Section 2. The unit to which this Agreement is applicable is composed of all eligible employees in the Navy Exchange, U.S. Sub Base, New London, Connecticut which are those remaining in the unit after the following exclusions have made; employees engaged in personnel work in other than a purely clerical capacity, management officials, professional and casual employees, guards and supervisors as defined by Title VII, of the Civil Service Reform Act of 1978,

ARTICLE 2
PROVISIONS OF LAW AND REGULATIONS

Section 1. It is agreed and understood that, in the administration of all matters covered by this Agreement, official and employees are governed by existing or future laws, and the regulations of appropriate authorities, including policies set forth in the SECNAVINST 5300. 22, and by published agency policies and regulations in existence at the time the Agreement is approved; and by subsequently published agency policies and regulations required by law or by the regulations of appropriate authorities, or authorized by the terms of a controlling agreement at a higher agency level.

Section 2. Nothing In the Agreement shall require an employee to become or to remain a member of a labor of organization, or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions.

Section 3. It is agreed and understood by both parties that the provisions of Sections 7106(a) and 7106(b) of Title VII of the Civil Service Reform Act of 1978, expressed herein shall apply to all supplemental implementing, subsidiary or informal agreements between parties.

Section 4. It is further agreed and understood that both parties to this Agreement will abide by rules, laws, and regulations of a higher authority.

ARTICLE 3
RIGHTS AND RESPONSIBILITIES OF THE EMPLOYER

Section 1 Management retains the right, In accordance with applicable laws and regulations to:

- a. Determine the mission, budget, organization, number of employees and internal security practices of the exchange:
 - b. Direct employees of the exchange;
 - c. Hire, promote, transfer, assign, fill vacancies by any means, and retain employees in positions, and to suspend, demote, discharge, or take other disciplinary action against employees;
 - d. Relieve employees from duties because of lack of work or for other legitimate reasons:
 - e. Maintain the efficiency of Government operations entrusted to them;
 - f. Determine the methods, means, and personnel by which each operations are to be conducted;
 - g. Take whatever other actions may be necessary to carry out the mission of the exchange in emergency situations;
 - h. Establish hours of work and tours of duty:
 - i. Conduct informal meetings with employees of the unit;
 - j. Contract out work when deemed necessary by management, however, prior to contracting out, management will inform the union.
 - k. Make necessary rules and regulations and changes in local personnel policies and procedures and work conditions after discussion with the union and interpret agency regulations; and, or when developing new written directives concerning benefits, practices, and understandings.
1. Exercise all customary and usual rights of management.

Section 2. The parties agree to be bound by applicable Federal laws and rules and regulations of appropriate authorities including policies set forth in the Navy and Marine Corps Personnel Policy Manual for Non appropriated Fund Instrumentalities, by present and future published agency policies, and by regulations of appropriate authorities outside the Department of Defense.

Section 3. No obligation exists for the employer to consult or negotiate with respect to such areas as the following:

- a. The numbers, types and grades of employees or positions assigned to any organizational subdivision, work project or tour of duty or on the technology, methods and means of performing work or
- b. procedures which management officials will observe in exercising their authority.

Section 4. All rights, powers and prerogatives which have not been specifically abridged, altered, or modified by this agreement are recognized by the union as being retained by the employer.

Section 5. The provisions of this agreement shall apply to all supplemental and informal agreements.

ARTICLE 4
MATTERS APPROPRIATE FOR CONSULTATION OF NEGOTIATIONS

Section 1. Subjects appropriate for consultation between the Employer and the Union include personnel policies and practices and matters affecting working conditions which fall within the scope of authority of the Employer. Such subjects may include but are not limited to various aspects of occupational health and safety, employee training, labor-management relations, employee welfare and services, methods of adjusting grievances, hours of work, pay practices, granting of leave, promotion plans, and reduction in-force practices.

Section 2. For purposes of this Agreement, the term consultation means any dialogue, either oral or written between appropriate officials of the Employer and the Union, on specific issues. Meaningful consultation is expected to result in a careful definition of the matter or problem at issue and result in an objective exploration and consideration of the views and suggestions of both parties. However, it is recognized that the consultative process need not necessarily result in agreement between the Employer and the Union.

Section 3. Either party desiring or having a requirement to consult with the other, shall normally give notice one (1) week in advance to the other party. Such notice shall be in writing, and include a statement of the subject matter to be discussed and the problem which generated the cause for discussion.

Section 4. The Employer will notify the Union and, if the Union so desires, consult with the Union before making changes to benefits, practices and understandings currently in effect which are covered by written directives

ARTICLE 5
REPRESENTATION OF THE UNION

Section 1. The Employer agrees to recognize the officers and steward, of the Union and shall be kept advised in writing by the Union of the names of its officers and stewards. The Employer recognizes a Chief Steward and 8 but not more than 10 stewards,

<u>AREA</u>	<u>DEPARTMENTS</u>	<u>STEWARDS</u>
Building 16 area	Retail Barber Shop Cafeteria	
Navy Lodge Area Building 428 Building 164	Navy Lodge Service Station Cafeteria Barber Shop Cigarette Stand Uniform Store Laundry/Dry Cleaning	
Building 108	Main Retail Store Personalized Services Optical Shop Watch Repair Beauty Shop Garden Shop Office Cashier	
Building 484	Retail Retail Store	
E .B. Barge Hospital		

Employees whole work stations are at places other than those names above shall be served by the nearest available steward. The Union will provide the Employer with sufficient copies of the steward roster to permit the posting of their names on Official bulletin boards. The roster will indicate the specific areas which each steward will service. Further, the Union will notify the Employer in writing of any change in officers or stewards.

Section 2. Each steward's activities will be restricted to his/her area as designated in Section 1. If a steward is absent for an extended period, a substitute steward may assume the absent steward's duties upon notification by a Union officer to the Navy Exchange Officer. Stewards will handle matters within their cognizance at the first-line supervisory level; the Chief Steward will handle matters at the department manager's level, and the appropriate union officers will handle contacts with the Navy Exchange Officer.

Section 3. The Employer agrees that the Chief Steward and stewards shall be permitted reasonable time to contact employees for discussion of grievance and other appropriate matter, directly related to the work situation subject to the qualifications stated below. Prior to leaving their assigned duties, stewards shall first obtain the approval of their supervisor and the employees they wish to contact. The supervisors will also be notified when the employee returns to work.

In accordance with applicable directives of the Office of Personnel Management, successor to the Civil Service Commission, time used by representatives of the Union for Union activities must be identified (for record purposes) so as to distinguish it from production functions. Therefore, when a steward or a Chief Steward is required to stop work to conduct authorized Union business, he will obtain oral permission from his supervisor and request a TIME OUT SLIP provide by Management, Completion of the TIME OUT SLIP will be accomplished by the steward/Chief Steward. In order to minimize unproductive time, the

steward / Chief Steward will contact the supervisor of the employee to be visited prior to contact the individual employee. In the event the supervisor denies permission to conduct business with the employee at that time, the supervisor will inform the steward Chief Steward as to the reason for denial and advise him as to when he can reasonably expect to be able to contact the employee . When the supervisor summons the employee in response to the request, the supervisor will delegate an area for the conduct of the Union business. Upon his return to his work assignment, the steward/ Chief Steward will notify his supervisor of his return and turn in his completed TIME OUTSLIP. Completion of a TIME OUT SLIP is required to properly record Union member's time not allocated to production.

Section 4. The Chief Steward and stewards are encouraged in the performance of their duties to:

- (a) Advise the cognizant supervisor and local officials of potential problem areas with a view toward improving working conditions for the prevention of complaints and for the mutual benefit of all parties.
- (b) Advise the employees to seek resolution of the complaints in the most expeditious and mutually satisfactory manner through open and frank discussions with their immediate supervisors.
- (c) Seek to determine the merits of an employee's complaint through the collection and consideration of facts.
- (d) Advise the employee on the merits of his complaint and the action which it warrants.

(e) Assist the employee in presenting a complaint to appropriate supervisory personnel when the employee so requests.

Section 5. In the performance of the duties listed in Section 4 above, stewards will be allowed to receive, but not solicit, complaints and grievances of employees while in a duty status. It is agreed and understood that during the performance of such duties, nonrepresentational activities such as but not limited to, the following may not be performed during working hour:

- (a) Matters pertaining to internal management of the Union
- (b) Membership meetings
- (c) Solicitation of membership
- (d) Collection of dues or assessments
- (e) Campaigning of union office
- (f) Distribution or posting of Union literature, notices and

authorization cards.

Section 6. Upon request, the Employer agrees to meet with authorized non-employee representative of the Union during normal working hours to discuss issues under the terms of this Agreement. Duly elected officers and or designated representatives will perform their duties in accordance with applicable laws, regulations, rules and the provisions of this Agreement.

Section 7. The Local agrees to orient and indoctrinate stewards with respect to the provisions of this Agreement.

Section 8. The Union agrees to provide to the Employer for review and approval all material(s) prior to distribution or posting on exchange-provided board spaces.

Section 9. Where practicable, the Employer will provide Bulletin Board space at time clock locations.

Section 10. It is agreed and understood that no employee of the Navy Exchange is authorized to participate in the management of the labor organization when such participation or activity would result in a conflict or apparent conflict of interest or otherwise be in conflict with law or with the official duties of the employee(s). Should a conflict or apparent conflict exist, the employee will be given the opportunity to make a choice between his /her position as an active member of the labor organization and his/her official position as an employee of the Navy Exchange,

Section 11. An employee In the unit has the right to union representation during an examination by a representative of the agency in connection with an investigation if the employee reasonably feels that the examination may result in disciplinary action, and the employee requests such representation.

ARTICLE 6
WORKWEEK AND HOURS OF WORK

Section 1. Assignments of the employee's hours of work, the basic workweek and any changes there to will be in conformance with the policies established by the Navy Exchange Manual and other applicable regulation of higher authority. The basic workweek is defined as days and hours within a workweek which is based upon employment categories as follows:

Full-time - 35 - 40 hours per week

Part-time - 20 - 34 1/2 hours per week

Temporary Full-time - 35 - 40 hours per week (Employment not to exceed 6 months)

Temporary Part-time- 20 – 34 ½ hours per week (Employment not to exceed 6 months)

Intermittent – 19 1/2 hours per week or less on an "on call" or "scheduled" basis

Section 2. Management shall establish definite work in schedules for the employees. Where changes in working hours are required, employees and Union shall be given seventy-two (72) hours, (3days) advance notice of such changes except in cases of emergency.

Section 3. Overtime pay shall be paid for authorized work in excess of eight (8) hours a day or forty (40) hours a week. The overtime rate will be paid in 1/2 hour increments and calculated in accordance with current regulations. For the purpose of computing overtime pay, the forty (40) hours plus must be worked between 0001 Friday and 2400 the follow Thursday.

Section 4. The Employer agrees to notify employees as soon as, practicable, after it becomes known that a need for overtime exists.

Section 5. As far as practicable, employees within an organizational element will be given equal opportunity for overtime. First consideration will be given to employees whose job title best fits the overtime work to be accomplished.

Section 6. The Navy Exchange Officer or his designated representative will approve all overtime work prior to its performance. No payment for overtime work will be made without such prior approval. The Employer will upon request, relieve an employee from an overtime assignment where such assignment would, in management's judgment result in an unreasonable inconvenience to the affected employee and where another employee considered by the employer to be capable of doing the work is available for the assignment and is willing to work. The above action does not apply when there is a death in the family.

Section 7. The Employer agrees, In accordance with the nature and type of work performed, to allow a reasonable amount of time for personal clean-up prior to the commencement of the lunch period and prior to the termination of the shift, such time need is to be determined by the supervisor of the department or operation involved.

Section 8a. It is agreed that employees of the unit shall have a 10 minute rest period for more than four hours but less than six hours of work, and a 20 minute rest period for six or more hours of work. The scheduling of the periods is to be at the discretion of the employees supervisor.

Section 8b. Those employees in the unit who work four hours or less hours will not be granted a rest period.

Section 8c. Employees in the unit who work six hours or more will be required to take a half hour meal period without pay during the work period.

Section 9. When a time clock is provided, all employees will punch the time clock and changes will not be made without the knowledge of the employee and approval of the timekeeper. This is not to be construed to mean that an employee who punches in prior to the beginning of his scheduled work shift will be paid for any time in addition to the scheduled hours of work.

ARTICLE 7
SICK LEAVE PRIVILEGE

Section 1. Sick leave is a privilege granted when employee is sick. A doctor's certificate may be required at the discretion of the Navy Exchange Officer, when an employee is suspected of abusing the sick leave privilege,

Section 2. All employees will be required to submit an Absence Authorization Slip (Form SS/241) for each absence. This can be obtained from his/her immediate supervisor. In the case of a scheduled doctor's visit, Form SS/241 must be submitted in advance. In the case of an illness, Form SS/241 must be submitted in advance to the respective supervisor by the employee within the first two (2) hours of work on the day the employee returns to work.

Section 3. Sick leave shall be earned, charged and carried over from year to year in accordance with the provisions of the SECNAV INST 5300.22.

Section 4. It is agreed and understood that it is the responsibility of the employee to notify his supervisor or department manager within one (1) hour before the beginning of his shift, if he is prevented from reporting to work because of incapacitating illness or injury. When an absence due to illness or injury extends from one work week into another, the employee shall notify his department manager each week until his return to duty. In any event, the employee shall notify his Supervisor or Department Manager two (2) work days before he returns to work,

Section 5. Sick leave, when granted, will be in increments of one hour. Employees will make every effort to schedule doctor's appointments on their day off. When this is not possible, every effort should be

made as to require no more than one half day absence.

Section 6. All other rules and regulations pertaining to sick leave in the Navy Exchange Manual will also be adhered to for administration of the sick leave allowance.

Section 7. Recognizing that distinct advantage, accrue to the Employer and that valuable benefits accrue to employees when a low leave rate is maintained, the Union agrees to use its facilities to assist in vigorously promoting the need for conscientious and prudent use of sick leave benefits.

ARTICLE 8 HOLIDAYS

Section 1. All eligible employees will be granted nine (9) National Holidays for working and pay purposes as well as other excused absences prescribed by Federal law or Executive Order. (All holidays will usually be granted on day of occurrence or observance in accordance with the Navy Exchange Manual.)

Section 2. Whenever a holiday as determined by Section 1 occurs or is observed on one of the employees two non-work days the procedure followed will be in accordance with the Navy Exchange Manual.

Section 3. When required to work on a National Holiday, all eligible employees, except temporary employees, will receive holiday premium pay as prescribed in the Navy Exchange Manual.

Section 4. All eligible employees will be allowed time off to observe the religious holidays of their faith. Time off for religious holidays will be taken as vacation allowance or leave without pay.

ARTICLE 9
VACATION ALLOWANCE

Section 1. Vacation allowance will be granted in accordance with applicable laws and regulations when requested reasonably in advance, and in writing to the Employer, and provided that his services are not required to carry on the work load of the organizational element to which he is assigned during the request period of annual vacation allowance. The Employer, or his designated representative, after full and fair consultation with the individual employee, agrees to schedule vacation allowance in such a manner, throughout the fiscal year, so that no employee will be required to forfeit excess allowance. Request for approval of vacation allowances for emergency reasons will be considered on an individual case basis.

Section 2. The Employer agrees that no later than 1 March of each year, he will schedule approved vacation allowances for the fiscal year for vacation purposes. When requested, the employee shall be granted not less than ten (10) consecutive work days provided the employee has at least ten (10) vacation days credited to his/her vacation allowance record, If a conflict arises during such scheduling, it is agreed that the person within the respective organizational element, who possesses the longest amount of total DoD/NAFI service, will be given first choice of desired time with subsequent choice based on the same criteria. Once an employee has made his selection, he shall not be permitted to change his selection, when such change will disturb the choice of another employee, The Employee's supervisor may approve a change in selection provided another employee's choice is not disturbed,

Section 3. Vacation allowance may be carried over from year to year not to exceed a maximum of 240 hours.

ARTICLE 10
REDUCTION- IN- FORCE

Section 1. The Employer shall notify the Union of the necessity for a reduction-in-force and of the reasons therefor as soon as the necessity for such reduction-in-force is recognized and the extent of the reduction -in-force determined. The Employer shall inform the Union thereupon of the affected jobs or positions and the probable number of the employees affected in each.

Section 2. Insofar as possible, the Employer shall keep the President of the Union and the senior Union officers within the affected activity fully informed at all times in connection with such matters, in order to ease the impact on the employees concerned.

ARTICLE 11
CIVIC RESPONSIBILITIES

Section 1. Regular full-time and regular part-time employees will be allowed court leave as defined in SECNAVINST 5300.22 of 31 December 1975 without having such time changed against annual leave. All regular full-time and all regular part-time employees will receive their regular pay for such time off, or will retain the court **fees** received from the court, whichever is the greater amount. If the court fees are the lesser amount, such fees, exclusive of transportation, will be turned over to the Employer by the employee immediately upon receipt from court.

Section 2. To be granted court leave, the employee must submit to the Employer a true copy of the summons for Jury duty, or for qualification for Jury duty or witness service on behalf of the Federal, State or Municipal Governments and said summons shall be presented to the Employer on the first work day following the date of receipt of the said summons by the Employee.

ARTICLE 12
EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The parties agree to the principle of Equal Employment Opportunity and their application to minority groups and further pledge to actively ensure the members of such groups in the Exchange are not discriminated against because of race, creed, color, national origin, age, sex, mental and physical handicap in matters coming within the authority or responsibility of the respective parties.

ARTICLE 13
CHANGE IN JOB
DESCRIPTION AND REQUIREMENTS

Section 1. Any employee in the Unit or his/her designated representative shall have the opportunity to consult with the Employer for the purpose of reviewing his/her position description or job description for any alleged inequities,

Section 2. Upon request by an employee or through his designated representative, the Employer will review the individual's job duties or responsibilities to determine whether the individual is performing in accordance with his/her job description and to determine whether or not corrective action should be initiated by the Employer or employee.

Section 3. Neither the listing of duties in a job description nor the inclusion or omission of a statement regarding the performance of other related duties affects the authority of management to assign such duties. Management, however, has an obligation to see that the changes in principal duties and the assignment of collateral duties should be made with full awareness of the impact on the employee affected and the general responsibility to maintain good morale. All supervisors or Head Sales Clerks should have, or have knowledge of, the job description of employees working under their supervision.

ARTICLE 14
SAFETY AND HEALTH

Section 1. The Employer shall make every reasonable effort to provide and maintain safe working conditions and N. A. G. E. will cooperate to that end and encourage the employee to work in a safe manner.

Section 2. No employee shall be required to work in areas where conditions exist that are unsafe or detrimental to health without proper personal protective equipment and safety devices to be furnished by the Employer as determined by the Naval Activity's Safety Officer and in some instances, purchased and maintained by the employee.

Section 3. The employer will strive to assure reasonably comfortable working conditions where hearing and ventilating facilities are within its control.

ARTICLE 15
PROMOTIONS AND ASSIGNMENTS

Section 1 The job titles and description of vacancies for regular full-time employees in the Unit will be posted on official bulletin boards. When the Employer determines to fill positions in the Unit by promotion in grades PS-3 through 7, AS-4 through 7, NA-4 and above and all NL jobs; the job descriptions will be posted on all official bulletin board, at least five (5) working days after it is established the position is available. Posting of such promotional notices for a period of less than five (5) days may be mutually agreed upon by the Employer and N. A. G. E. in specific instances. Promotional opportunity notices shall contain either the minimum qualifications standards for appointment to such positions or as indication where the minimum qualifications for appointment to such positions are available for review. All positions of a promotional opportunity will be made available to all Navy Exchange employees within the Navy Exchange, U.S. Naval Submarine Base, New London, Connecticut, jurisdiction,

Section 2, All employees who meet the specific minimum qualifications may submit an application for promotional opportunities. Such promotions will be effected in accordance with the activities merit promotion policy, which is consonant with provisions of the Navy Exchange or higher authority.

Section 3. The Employer agrees to grant first consideration for promotion to those qualified within the Unit. However, in consonance with the Navy Exchange promotional program, as referred to in Section 2 above, which seeks the best qualified person for promotion, persons from outside the Unit may be selected. In the event that a promotion vacancy is filled in this manner, the Employer will notify N. A. G. E. as to the reason therefore. The Employer may elect to use other methods, such as

reinstatements, or transfers as authorized by applicable laws or regulations. Failure to be selected for promotion when proper promotional procedures are used, that is non-selection from among a group of properly qualified candidates, is not a basis for formal complaint.

ARTICLE 16
WAGES AND WAGE SURVEYS

Section 1. The Employer will notify N. A.G. E. as soon as the Exchange becomes aware of a wage survey to be conducted.

Section 2. N. A. G. E. will participate in the wage survey in accordance with directives issued by the Civil Service Commission and the Department of Defense Nonappropriated Fund Salary and Wage Fixing Authority. The Employer recognizes the valuable contributions N.A. G. E. can make in assisting wage survey matters, and furthering interest in matters relating to pay. To this end opportunity will be afforded N. A. G. E. to submit their views orally or in writing on wage survey matters to the Local Wage Survey Committee. This shall include, but not be limited to, such matters as the addition or deletion of firms and/or ratings to be surveyed and the expansion or contraction of the areas to be surveyed.

Section 3. Employees covered by the minimum wage provisions of the Fair Labor Standards Act shall not be paid less than the minimum wage.

ARTICLE 17
GENERAL PROVISION

Section 1. It is agreed and understood by N. A. G. E. that to hold payday on the day preceding a holiday would normally have been the regular payday is beyond the control of the Employer due to a centralized, computerized payroll system. However, the Employer will distribute paychecks in advance, if payday is on a holiday, should the paychecks be available for distribution.

Section 2. Employee payday will be held bi-weekly on Thursday except in such case that centralized payroll checks do not arrive at the Navy Exchange. The Employer agrees to provide reasonable means to enable employees to cash their checks on payday.

Section 3. It is agreed that changes in regulations and policies pertaining to pay, annual leave, sick leave allowances will be given publicity among the employees,

Section 4. The Employer will provide to the Union one copy, on an automatic basis, pertinent regulations, policy changes, directives or other matters applicable to personnel policies contained in the Navy Exchange Manual Chapter 3. The Employer and the Union will share equally the cost of printing and the Employer will distribute to the employee, a copy of the approved contract. The Employer will also orient new employees of their rights to join or not to join the Union and provide a copy of the contract to the applicant.

Section 5. The Employer will grant time for the training of Stewards with regard to matters that are mutually beneficial to Labor and Management in consonance with Title VII of the Civil Service Reform Act of 1978, and Navy Exchange Manual, Chapter 3,

ARTICLE 18
GRIEVANCE PROCEDURE

Section 1. This article is intended to provide an orderly and the only procedure for the processing of grievances of the parties as specifically set forth in Title VII of the Civil Service Reform Act of 1978. Grievances, to be processed under this article, shall pertain only to the interpretation or application of express provisions of this agreement. The following negotiated grievance does not cover any other matters, including matters for which statutory appeals procedures exist, and shall be the exclusive procedure available to the parties for resolving such grievance procedure.

Section 2. Individual employees using this procedure will be represented by an individual appointed or approved by the labor organization. Employees may exercise, in timely manner, the right to present grievances to appropriate management officials in accordance with Section 7121 of Title VII of the Civil Service Reform Act of 1978.

Section 2. b. Grievances or complaints of employees in the unit concerning matters other than interpretation or application of this Agreement will be processed under the procedures established in SECNAVINST 5300.22. An employee may handle his own grievance, or select his own representative in such proceedings. However, N.A.G.E. shall be given the opportunity to be represented at formal discussions between management and employees or employee representatives during discussions of such grievances, subject to necessary requirements as to security and confidentiality of information. The right of N. A. G. E. to be present does not extend to informal discussions between an employee and a supervisor.

However, if such discussions lead to consideration of possible modifications of personnel policies or other matters which management is obligated to discuss with N.A.G.E. , decisions on such matters will not be made by management until this obligation is discharged. Such decisions will not conflict with any existing agreement with N.A.G. E.

Section 3. Questions as to the interpretation of published agency policies or regulations, provisions of law, or regulations of appropriate authorities outside the agency shall not be subject to this negotiated grievance procedure regardless of whether such policies, laws or regulations are quoted, cited or otherwise incorporated or referenced in this agreement. Should an employee or group of employees in the unit, or the parties, initiate a grievance or complaint on matters other than the interpretation or application of the Agreement, such as those involving interpretation or application of agency regulations, regulations or directives of higher authority, or matters for which statutory appeals procedures exist, such grievances or complaints may be presented under procedures established in SECNAVINST 5300, 22 and shall not be resolved through the procedures established in this Article or Article 19, Arbitration of this agreement.

Section 4. Should an employee or group of employees in the unit or the union initiate a grievance or complaint involving the interpretation or application of the agreement which questions the interpretation of published agency policy, provisions of law or regulations of appropriate authority outside the agency, and such policy, law, or regulation is an integral part of the Agreement, the following procedure will apply:

a. Processing of the grievance beyond the informal step set forth below, will be delayed until the questioned policy, law, or regulation has been interpreted. The union will forward, via the Navy Exchange Officer, such questions to the Navy Resale and Services Support Office.

b, Within 15 calendar days of receipt of the interpretation, the employee or labor organization may process other matters in the grievance procedure, including alleged misapplication of the policy, law, or regulation, to Step 1 of the procedure in SECNAVINST 5300.22.

Section 5. Any grievance not taken up with the employee's immediate supervisor or with appropriate representatives of the labor organization of Employer within five (5) 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 in 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 6. The following procedure applies to all eligible employees of the unit and the parties:

a. Informal Step. An employee shall first take up his complaint informally with his immediate supervisor. The immediate supervisor will meet with the employee in an attempt to resolve the complaint. The employee may, upon request, be represented by one union representative who shall be the appropriate steward. The supervisor must give his answer within five (5) working days, The Union and the Employer anticipate that most employee complaints. will be settled at this informal level.

b, Formal Procedure.

Step 1. If no satisfactory settlement is reached at the informal step and the employee elects to pursue his grievance under the following procedure, the employee shall reduce his grievance to writing. The written grievance will be submitted to the Department Manager within five (5) working days of the supervisor's informal decision, The written grievance shall contain the following:

- (a) details of the complaint
- (b) specific provision of the agreement involved
- (c) the corrective action desired by the employee
- (d) the date of informal discussion
- (e) the date of informal decision
- (f) identity of the immediate supervisor

The Department Manager will meet with the employee and one union Representatives who shall be the steward involved at the informal step in an attempt to resolve the grievance within five working days of receipt. A written decision will be given to the employee within five (5) working days of this meeting.

Step 2. If a satisfactory settlement has not been reached at the previous step, the employee may submit his grievance within five (5) working days to the Navy Exchange Officer. The Navy Exchange Officer or his designated representative will meet within five (5) working days with the employee and chief steward and attempt to resolve the grievance. A written decision will be given to the employee within five (5) working days of the meeting.

Step 3. If either party is not satisfied with the decision at Step 2, they may within ten (10) calendar days from the date of this decision, make formal written request that the unresolved grievance be submitted to impartial arbitration in accordance with Article 19.

Section 7. At each and every step of the grievance procedure, the Union and the Employer may call a reasonable number of relevant employee witnesses who shall suffer no loss of pay for such service. 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 of claims of the parties.

Section 8. Failure of the Employer to meet the time limits prescribed above shall permit the employee or the Union to move the grievance to the next Step of the grievance procedure. Failure of the employee or the Union to meet the time limits prescribed above shall constitute withdrawal and termination of the grievance,

Section 9. The Employer and the Union recognize and endorse the importance of bringing to light and adjusting grievances promptly. The initiation of a grievance in good faith by an employee should not cast any reflection on his standing with his supervisor or his loyalty and desirability to the organization, nor should the grievance be considered as a reflection on the employee's supervisor.

Section 10. Upon 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 employee's representative.

Section 11. The Union and the Employer agree that when several employees have an identical grievance (where no individual variations are involved), N.A.G.E. and the Employer will mutually 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 on all other cases.

Names of all employees involved in this procedure will be made a part of the record of the cases elected for processing and when a decision is made on the grievance, each employee will be individually notified.

ARTICLE 19

ARBITRATION

Section 1. If the parties fail to reach a satisfactory settlement of grievance under Article 18, Section 6, Step 2, such grievances may be referred to

Arbitration. In this event, N.A.G.E. shall notify the Employer, in writing, within 10 calendar days after receipt of the Navy Exchange Officer's decision at Step 2, that Arbitration of the grievance is desired. A copy of the notification letter shall be provided to the Navy Resale and Service, Support Office,

Section 2. Either or both parties may request, the Federal Mediation and Conciliation Service to submit a list of 5 persons qualified to act as arbitrators. The parties shall meet within 5 work days after receipt of such list. If they cannot mutually agree upon one from the list of arbitrators, then the Employer and N. A. G. E. will each strike one arbitrator's name from the list of 5 and shall then repeat the procedure. The remaining name shall be the selected arbitrator.

Section 3. The fees and expenses of the arbitrator shall be borne equally by the Employer and N. A. G. E. provided the cost to the Employer of such fees, and expenses does not exceed the amount authorized by laws, rules, and regulations or directives. The cost of a shorthand reporter, if requested by the arbitrator, shall be equally shared by the parties. The Arbitration Hearing shall be held during the regular work hours of the basic work week, Monday through Friday. The aggrieved employee, his personal representative and the witness(es), if employees of the Navy Exchange, U.S. Sub Base, New London, Connecticut, shall be in a duty status while participating in the arbitration proceedings so long as time is within their normal shift.

Section 4. The arbitrator will be requested to render his decision as quickly possible, but in any event, no later than 30 calendar days after the conclusion of the hearing unless the parties otherwise agree. The arbitrator's decision shall be limited to the interpretation or application of the term of the Agreement. The arbitrator shall not change, modify, alter, delete or add to provisions of the Agreement. The arbitrator shall have the authority to decide questions of grievability and arbitrability.

Section 5. Either party may file exceptions to an arbitrator's award with the Federal Labor Relations Authority, as prescribed by applicable rules and regulations. If neither party files an exception, the arbitrator's award will be implemented within thirty calendar days after the issuance of the award.

ARTICLE 20
VOLUNTARY ALLOTMENT

Section 1. Union dues (the regular, periodic amount required to maintain an employee in good standing in the Union) shall be deducted by the Employer from an employee's pay each pay period subject to the following conditions:

- a. The employee is a member in good standing in the Union,
- b. The employee has voluntarily authorized such a deduction on Standard Form 1187 (Authorization Form).
- c. The employee's earnings are sufficient, after all legal deductions, to cover the full amount of the allotment.
- d. Section A of the allotment form has been completed and signed by the official of the Union and the form has been received by the payroll office.

Section 2. It is the responsibility of the Union to insure that the allotment form is purchased and made available to the members, and that the employees are fully informed and educated concerning the program for payroll deduction of Union dues, its voluntary nature, the uses of the required form, and the procedure for revocation of allotments.

Section 3. Deduction of Union dues shall begin with the second pay period occurring after receipt of a correctly executed allotment form by the Employer's payroll office. Such forms must be received by the Exchange prior to the beginning of the aforesaid payroll period. An employee may not request the deduction from his earnings of due to more than one Union.

Section 4. The amount of the Union dues to be deducted each bi-weekly pay period shall remain as originally certified on such allotment forms until a change in the amount of such dues is certified to by the authorized official, and such certification is transmitted to the Employer by the Union. Such changes shall not be made more frequently than once in twelve months.

Section 5. An employee's voluntary allotment for payment of his Union dues shall be terminated with the start of the first pay period following the pay period in which any of the following occur:

(a) Loss of exclusive recognition by the Union

(b) Separation of an employee from the Unit for which the Union holds exclusive recognition.

(c) Receipt by the Employer of notice from the Union that the employee has been expelled or has ceased to be a member in good standing of the Union. Such notice shall be promptly forwarded by the Union to the Employer.

(d) When this Agreement is suspended or terminated by an appropriate authority outside the Department of Defense, or expires without having been renewed, extended or renegotiated.

Section 6. An allotment for the deduction of an employee's Union dues may also be terminated by the employee through submission to the Employer of a letter of request or a Standard Form 1188 (or individual substitute) , properly executed in duplicate. The letter or Standard Form 1188 will be promptly forwarded by the Employer to the Union upon receipt from the employee. A termination of allotment under this section will be effective with the first full pay period following 1 March provided the revocation is received by the Employer by such date.

Section 7. The Employer will, within seven (7) calendar days of the close of each pay period, forward a check, payable to the Union, in an amount equal to the grand total of all such monetary allotment deductions made,

Section 8. Dues deduction shall be at no cost to the Union,

ARTICLE 21
DURATION AND CHANGES

Section 1. This Agreement will remain in full force and effect for three (3) years from the date of approval by the Commander, Navy Resale and Services Support Office. The Agreement may be renewed or extended for a specific period (not to exceed three (3) years) where the parties agree. However, it must be brought into conformance with existing published agency policies and regulations of other appropriate authorities and applicable law, at the time it is renegotiated, renewed or extended. Such an extension is subject to approval by the Navy Resale and Services Support Office.

Section 2. The Parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demand and proposals with respect to any subject or matter not removed from the area of collective bargaining by applicable laws, existing agency policies and regulations for which a compelling need exists, the regulations of other appropriate authorities. The understandings and agreements arrived at by the Parties after the exercise of that right and opportunity are set forth in the Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly relinquishes the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter nor specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the Parties at the time that they negotiated or signed this Agreement,

The Parties also voluntarily and unqualifiedly relinquish the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any modification of the terms and provisions contained in this Agreement, if such modification is to become effective prior to the expiration date of this Agreement, except as may be specifically be provided for in Section 3.

Section 3, This Agreement may be amended by mutual agreement of the parties at anytime. Amendments will be limited to those required by changes in applicable laws and regulations from higher authority. Any amendments will remain in effect in accordance with the provisions of this Article, after approval by the Navy Resales and Services Support Office.

ARTICLE 22
ACCESS TO PERSONNEL RECORDS

Section 1. Upon personal request, and in the presence of a personnel clerk, an employee will be authorized to review his or her personnel folder (with the exception of confidential inquiries to previous employers). The employee will be afforded the opportunity to correct erroneous information in their files or provide updated information,

Section 2. When this Agreement provides for furnishing documents to employees, the Union, or third parties, it is understood that the furnishing of such documents will be within the legal requirements of the Privacy Act.

In Witness whereof the parties hereto have executed this Agreement on this
26th day of June 1981,

For the National Association of
Government Employees,
Local R-1-100

For the Navy Exchange, U, S .
Sub Base, New London, Connecticut