

AGREEMENT

Between

NAVY EXCHANGE
NETC
Newport, Rhode Island
And

Local No. 190
AMERICAN FEDERATION
OF
GOVERNMENT EMPLOYEES
AFL-CIO

1977-1980

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AGREEMENT BETWEEN NAVY EXCHANGE NAVAL EDUCATION AND TRAINING
CENTER, NEWPORT RHODE ISLAND AND AMERICAN FEDERATION OF
GOVERNMENT EMPLOYEES NAVAL BASE LOCAL 190

PREAMBLE

In accordance with the provisions of Executive Order 11491, as amended, this agreement is entered into by and between the Navy Exchange Naval Education and Training Center, Newport, Rhode Island, hereinafter referred to as the Employer, and the American Federation of Government Employees, Local 190, hereinafter referred to as the Union.

In consideration of 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 accomplishment of the Mission of the Navy Exchange and to promote the well-being of employees within the meaning of Executive Order 11491, as amended, to establish a basic understanding relative to personnel policy, practices and procedure and matters affecting other conditions of employment and to provide means for amicable discussion and adjustment of matters of mutual interest,

Now, therefore, the parties hereto agree as follows:

ARTICLE 1

RECOGNITION AND UNIT DESIGNATION

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, without regard to Union membership, the interests of all such employees with respect to grievances, personnel policies, practices and procedures or other matters affecting their general working conditions, subject to express limitations set forth in this Agreement.

Section 2.

The Unit to which this Agreement is applicable is composed of all eligible employees in the Navy Exchange, Naval Education and Training Center, Newport Rhode Island, excluding the following: Management officials, professional employees, supervisory personnel as defined in the Executive Order 11491 as amended, guards, active duty military personnel employed on a part-time basis, and employees engaged in personnel work except in a purely clerical capacity.

ARTICLE II

PROVISIONS OF LAW AND REGULATIONS

Section 1.

It is agreed and understood by both parties that in the administration of this Agreement, both parties are governed by existing or future laws and regulations of appropriate authorities, including policies set forth in the Navy Exchange Manual, by published Navy policies and regulations in existence at the time this Agreement is approved; and by subsequently published Navy policies and regulations required by law; or by regulations of appropriate authorities, or authorized by the terms of a controlling agreement at a higher agency level. All references to the Executive Order are understood to refer to Executive Order 11491 as amended.

Section 2.

It is agreed and understood by both parties that the provisions of Sections 11(b), 12(a), (b), and (c) of the Executive Order expressed herein shall apply to all supplemental, implementing, subsidiary or informal agreements between both parties.

ARTICLE III
MATTERS APPROPRIATE FOR CONSULTATION

Section 1.

It is agreed and understood that matters appropriate for consultation between the parties are policies, programs, procedures and practices or other matters relating to or affecting general working conditions of employees in the Unit which are within the discretion of the Employer, including such matters as safety, training, labor-management relations, employee services, methods of adjusting grievances, appeals, leave, promotion plans, demotion practices, pay practices, reduction-in-force practices, and hours of work.

Section 2.

Consultation is defined as any dialogue, either oral or written, between management and labor organization officials, on specific issues. Consultation, unlike negotiation, does not involve joint decision making and the consultation process need not necessarily result in agreement between management officials and representatives of the labor organization. Meaningful consultation should, however, result in careful definition of the matter or problem at issue and result in an objective exploration and consideration of the organization's views and suggestions thereon.

Section 3.

It is agreed and understood that the Employer will notify the Union and, if the Union so desires, consult with the Union before making changes in existing benefits, practices, and understandings which are presently covered by written directives or when planning new written directives regarding benefits, practices, and understandings.

Section 4.

It is recognized that this Agreement is not in itself all-inclusive in that certain working conditions or conditions of employment may occur that may not be specifically covered herein; however, this does not preclude the responsibility of either party to meet with the other for the purpose of exchanging views in an effort to resolve matters not covered by this Agreement.

ARTICLE IV
RIGHTS OF EMPLOYER

Section 1.

It is agreed that the customary and usual rights, functions and authority of management are vested in the Employer. Included in this responsibility is the right –

- a. To direct employees of the Unit;
- b. To hire, promote, transfer, retain and assign employees in positions within the Unit, and to suspend, demote, discharge or take other disciplinary action against employees;
- c. To relieve employees from duties because of lack of work or other legitimate reasons;
- d. To maintain the efficiency of the Government operations entrusted to the Employer;
- e. To determine the methods, means, and personnel by which such operations are to be conducted;
- f. To take whatever actions may be necessary to carry out the mission of the Unit in situations of emergency.
- g. This section shall also apply to all supplemental, implementing, and subsidiary or informal agreements between the parties.

Section 2.

In prescribing regulations relating to personnel policies and practices and working conditions, the Employer shall have due regard for the obligation imposed by this Agreement and the provisions of the Executive Order; however, the obligation to meet and confer does not include matters with respect to mission, budget, organization, assignment of personnel, the numbers of employees, numbers, types and grades of positions or employees assigned to an organizational Unit, work project, tour of duty, technology of performing work, or matters pertaining to internal security practices or matters pertaining to National Security.

- a. This does not preclude the parties from negotiating agreements providing appropriate arrangements for employees adversely affected by impact or realignment of work forces or technological change.

ARTICLE V
RIGHTS OF EMPLOYEES

Section 1.

The Employer and the Union agree that employees shall have, and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join and assist the Union. The freedom of such employees to assist the Union shall be recognized as extending to participation in the management of and acting for the Union in the capacity of an organization representative, including presentation of its views to officials of the Executive Branch, the Congress, or other appropriate authority.

Section 2.

The Employer shall take such action, consistent with law or directives from higher authority, as may be required in order to assure that the employees are apprised of their rights described in the Article, and that no interference, restraint, coercion, or discrimination is practiced to encourage or discourage membership in the Union.

Section 3.

The terms of this Agreement do not preclude any employee from bringing matters of personal concern to the attention of appropriate officials of the Union or the Employer.

Section 4.

This agreement, or its provisions, may not, in any manner, diminish or impair any rights which would otherwise be available to any employee in the absence of such agreement.

Section 5.

Managerial employees and supervisory personnel may be members of Local 190 of the American Federation of Government Employees, but shall not hold office in, participate in the management of, or represent Local 190, in accordance with limitations of the Executive Order.

Section 6.

Nothing in the Agreement shall require an employee to become or to remain a member of a labor 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. In this connection, dues withholding for eligible members will be carried out in accordance with procedures defined in a separate agreement.

Section 7.

An employee is not authorized by the Executive Order 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 be incompatible with law or the official duties of the employee.

ARTICLE VI
RIGHTS AND RESPONSIBILITIES OF THE UNION

Section 1.

A. The Union shall have the right and responsibility to represent the interests of all employees in the Unit, to present its views to the Employer on matters of concern, either orally or in writing, and to consult and be consulted with respect to the formulation, development and implementation of policies and programs affecting working conditions in accordance with the provisions of the Executive Order.

B. In the exercise of these rights and responsibilities, Stewards and Activity Vice President shall represent only those employees also employed in the Unit in which they represent themselves are employed.

C. The Union hereby subscribes to and agrees to abide by the Standards of Conduct for Labor Organizations in the Federal Service as promulgated in Section 18 of the Executive Order 11491, as amended, and the AFL-CIO codes of ethical practices, and to refrain from engaging in unfair labor practices as outlined in Section 19(b) of the Executive Order 11491, as amended.

ARTICLE VII
UNION REPRESENTATION

Section 1.

The Employer agrees to recognize the officers and stewards of the Union and shall be kept advised in writing by the Union of the names and its officers and stewards. The Employer recognizes a Chief Steward and 4 additional stewards, as follows:

Main Retail Store, bldg. 402
Uniform Shop
Country Store
Service Station

Employees whose work stations are at places other than those named 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, the Chief Steward may assume the absent steward's duties upon notification by a Union Officer to the department head concerned. 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 grievances and other appropriate matters directly related to the work situation. Prior to leaving their assigned duties, stewards shall first obtain the approval of their supervisor and the supervisor of the employee they wish to contact. The supervisors will also be notified when the employee returns to work. The Union will ensure that its representatives normally devote the following time to their primary job assignments:

- a. Stewards – normally no less than 95% of their regularly assigned hours per workweek on the job.
- b. Chief Steward – normally no less than 90% of his regularly assigned hours per workweek on the job.

Additional time to investigate employee dissatisfaction by a representative of the Union may be authorized by their respective supervisors when circumstances dictate and upon written request.

In the event the request for additional time is denied, the supervisor shall submit in writing the reasons for the denial to the Chief Steward within twenty-four hours of such request. Should the Union believe the denial is not justified, they may consult with Management as provided in Article VI.

In accordance with applicable directives of 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 Chief Steward is required to stop work to investigate employee dissatisfaction, he will obtain oral permission from his supervisor and request a TIME OUT SLIP provided 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 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 designate 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 company TIME OUT SLIP. Completion of a TIME OUT SLIP is required to properly record Union member's time not allocated to production.

Section 4.

It is agreed that 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 to improving working conditions for the prevention of complaints and for the mutual benefit of all parties.
- b. Advise employees to seek resolution of 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 the facts.
- d. Advise the employee on the merits of his complaints 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 duty status. It is agreed and understood that during the performance of such duties, the following activities may not be performed during working hours:

- a. Matters pertaining to internal management of the Union.
- b. Membership meetings.
- c. Solicitation of membership.
- d. Collection of dues or assessments.
- e. Campaigning for union office.
- f. Distribution or posting of Union literature, notice and authorization cards.

Section 6.

Upon request, the Employer agrees to meet with authorized nonemployee representatives 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 provisions of this Agreement.

Section 7.

The local agrees to orient and indoctrinate stewards with respect to the provisions of Executive Order 11491, as amended, and 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.

ARTICLE VIII
BASIC WORKWEEK AND HOURS OF WORK

Section 1.

It is agreed that the principles listed below will be observed by the Employer in scheduling the basic workweek, except in situations where the Employer determines that the Exchange would be handicapped in carrying out its mission, or when the cost would be substantially increased.

a. Employees' scheduled workweek shall be maintained as stable as practicable. Employees will be given at least five calendar days' advance notice in writing before the first administrative workweek affected by the changes in their work schedules, and the new schedules will be at least three weeks duration, except when unusual or emergency circumstances make it impractical.

b. The administrative workweek shall be seven (7) consecutive days. Friday through Thursday. The basic workweek shall be scheduled on five days which shall be Monday through Friday, or Thursday through Saturday, whenever possible.

c. In general, the working hours in each day of the basic workweek shall be the same, based on the established hours of the Exchange.

d. In service-type functions where services must be provided over a period up to twelve hours per day and up to seven days per week, schedules will be fixed according to the need for the service. When Saturday and/or Sunday are scheduled as a basic workday, the nonwork days corresponding to Saturday and/or Sunday will, whenever practicable, be consecutive.

Section 2.

Whenever the scheduling of hours of duty that differ from the ones currently in effect is contemplated, it is agreed that the Union will be informed of the schedules contemplated and will be given an opportunity to present their views and recommendations for consideration before the new schedule is placed into effect. Whenever practicable, the Employer agrees to post tentative work schedules two weeks prior to any change in ones currently in effect.

Section 3.

Opportunity for transfers from shift to shift shall be made available to employees according to their continuous seniority, all factors being equal.

Section 4.

When part-time personnel are participating in shift rotations or shift assignments with unit employees, regular employees will be given preference as to shift assignments.

Section 5.

Except in emergencies, tours of duty shall be posted two weeks in advance in appropriate work area covering a two-week period.

Section 6.

The shop steward may consult with the supervisor concerning the assignments in changes in tour of duty.

Section 7.

Tours of duty shall not be established or modified solely for the purpose of avoiding the payment of holiday premium or overtime pay.

Section 8.

The Employer will provide a reasonable amount of time, consistent with the nature of the work performed, for employees to clean up at the end of the workday. In the same manner, a reasonable amount of time will be allowed for employees for the storage, clean-up and protection of Navy Exchange property, equipment and tools prior to the end of the workday.

Section 9.

Each shift of seven to eight hours duration shall be allowed two paid 10-minute rest periods. Shifts of less than seven hours shall be allowed one paid 10-minute rest period except that no rest periods will be allowed for shifts of less than 4 hours duration. Rest periods will be scheduled by the supervisor.

Section 10.

It is agreed that all employees assigned to shift work are entitled to payment of the shift differential as established by law and regulations applicable to the Navy Exchange.

Section 11.

a. When general administrative leave is granted, all nonessential employees who report for work shall be administratively excused for the remainder of their scheduled tours of duty for that day.

b. When the Base is closed for administrative purposes, employees who are on annual or sick leave for the entire day will not be considered in work status, therefore will be charged leave for the entire day.

c. Controversial cases involving excused absence will be referred to higher authority through the normal chain of command.

ARTICLE IX
OVERTIME

Section 1.

Overtime work shall be paid at the appropriate overtime rate in accordance with the FPM Supp 532-2.

Section 2.

Overtime pay shall be equally distributed among employees engaged in similar work in a particular work area as far as practicable. It is understood that where special skills are required, employees possessing such skills, will be assigned to the overtime work involved. The Employer agrees to maintain and make available accurate pertinent records of overtime to the Local upon its request for the resolution of employee complaints.

Section 3.

The employer will, upon request, release an employee from an overtime assignment provided his reasons are valid and another qualified employee is available for the overtime.

Section 4.

No employee will be laid off during the regular shift hours of his basic workweek in order to compensate for or offset overtime hours worked outside of his regular work shift or basic workweek.

Section 5.

At least two hours of work will be provided to an employee who is requested to perform irregular or occasional work on an overtime basis on a nonscheduled workday.

Section 6.

In computing all overtime pay, the employee's hourly rate shall include any applicable shift differential included in his/her basic workweek pay.

ARTICLE X

SICK LEAVE

Section 1.

Employees shall be credited with sick leave in accordance with the applicable provision of the Navy Exchange Manual. It is agreed that employees desiring medical, dental or optical examinations or treatment should make every effort to schedule such appointments after work or nonwork days. However, when such examinations or treatment cannot be scheduled during off-duty hours, sick leave, if available, will be granted, and when required supported by a substantiating doctor's statement. If sick leave is not available, annual leave will be granted.

Section 2.

It is agreed and understood that it is the responsibility of the employee to see that his manager or supervisor is notified by telephone or other means before the first hour of the shift concerning the reason for his/her absence except where conditions preclude compliance.

Section 3.

Employees absent from work because of illness will not be required to furnish a doctor's certificate to substantiate sick leave unless it exceeds three workdays continuous duration, except in individual cases if there is a reasonable indication that the employee is abusing this privilege. When any absence due to illness or injury extends from one week into another, the employee shall notify his office on the first day of the second week and each week thereafter until his return to duty.

Section 4.

Employees may be required to furnish a medical certificate to substantiate request for approval of sick leave of less than three work days continuous duration if there is reasonable indication that the employee is abusing sick leave privileges. In such cases, the Employer will advise the employee that he has a questionable sick leave record and why he is suspected of abusing sick leave. He will also be advised that a medical certificate will be required for each subsequent absence on sick leave.

Section 5.

In the event of serious illness or disability, sick leave, if earned shall be granted an employee in accordance with applicable rules and regulations.

Section 6.

An employee requesting absence for maternity reasons may be granted as many as three separate kinds of leave: Sick leave, Annual leave, and leave without pay. The length of absence is to be determined by the employee, her physician and her supervisor. Sick leave may be used to cover the time required for physical examinations and to cover the period of incapacitation. After delivery and recuperation, the employee may desire a period of adjustment or need time to make arrangements for the care of the child. Such additional leave requirements may be taken care of by the use of available annual leave or leave without pay, subject to the approval of the Navy Exchange Officer.

ARTICLE XI
ANNUAL LEAVE

Section 1.

An employee shall be credited with annual in accordance with the Navy Exchange Manual and applicable laws and regulations. The Employer agrees to approve and to schedule, as appropriate, annual leave in such a manner through-out the leave year so that no employee will be required to forfeit leave. Annual leave may be carried over from year to year not to exceed a maximum of, 30 days.

Section 2.

The Employer agrees to develop schedules of leave for vacation purposes. Every reasonable attempt consistent with workload requirements will be made to satisfy the desires of the employee with respect to the approval of consecutive days or weeks of vacation leave for vacations on requests made prior to 1 April. Previously approved annual leave will not be cancelled except in the event that the Employer determines that an emergency exists, which could include urgent workload requirements, in which case the nature of the emergency or requirements will be provided to the affected employee(s) and the Union. Requests for leave for vacation purposes will be submitted on Standard Form SS/241 to the supervisor who will post the approved vacation schedule not later than 30 April. If a conflict arises during scheduling, the Employer agrees to schedule vacation leave with the comparable job titles on the basis of length of service. Length of service for this purpose will be based on the anniversary date of the employees at Newport Exchange. Once an employee has made his/her selection, he/she shall not be permitted to change his/her selection if such change will disturb the choice of another employee. Supervisors may approve a change in selection provided another employee's selection will not be disturbed.

Section 3.

Request for annual leave due to home or personal emergency situations will be considered for approval on an individual basis in accordance with existing regulations. Every effort shall be made to grant annual leave in such cases as religious observance.

ARTICLE XII

EXCUSED ABSENCE AND LEAVE OF ABSENCE

Section 1.

Leaves of absence with or without pay will be granted in accordance with the policies expressed in the Navy Exchange Manual.

Section 2.

The Employer agrees that the Local may designate employee members as representatives selected or appointed to a Local Office or as a Delegate to a Local Activity necessitating a leave of absence, and upon written notification to the employer by the Local such employee can be granted annual leave or approved leave without pay provided such employee can be spared from his job without serious detriment to Exchange operations, and as such is consistent with existing regulations.

Section 3.

An Employee absent on approved extended leave without pay will normally be carried on the rolls during his absence in the position and grade at the time his leave commenced.

Section 4.

The Employer recognizes the reversion rights of an employee on approved leave of absence situations where the employee is affected by reduction-in-force action during his/her leave of absence. It is agreed and understood that an employee on approved leave of absence has the same reversion rights in a reduction-in-force situation as he/she would if he/she were in duty status.

ARTICLE XIII
REVIEW OF POSITION AND JOB DESCRIPTIONS

Section 1.

Employees at the time of hire, shall be given a copy of their job or position description. The Employer further agrees that upon request position standards, job levels and steps and all other pertinent data will be explained to the employee.

Section 2.

Prior to submission for classification action, the individual supervisor concerned will advise the employee concerning any change to the employee's position description.

Section 3.

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

Section 4.

All levels of supervision will guarantee and protect the right of employees to seek this review. If the descriptions are inconsistent with the work requirements, corrective action will be taken.

Section 5.

The Employer agrees to evaluate employee-initiated requests for revision or amendment of position descriptions expeditiously, after receiving such request in specific, written terms from the employee. If the evaluation supports the need for revision or amendment, the Employer agrees to complete processing within a reasonable period of time.

Section 6.

The Union agrees that requiring employees of the Unit to perform general cleanup of their individual work area is not incompatible with the duties and functions of the employee's basic position.

ARTICLE XIV
PERSONNEL MOVEMENTS AND PROMOTIONS

Section 1.

In the interest of maintaining a stable work force and providing maximum opportunity for employment advancement, first consideration shall be given to filling vacancies in the unit with existing qualified Exchange employees who have indicated an interest in the positions. Expansion of consideration shall be undertaken only when it is determined that restricting the Area to the Exchange employees, will not produce enough candidates in the highly qualified groups.

Section 2.

Unit fulltime job opportunities in grades AS-4 and above, PS-3 and above, NA-4 and above, and all NL jobs will be advertised through posting on official bulletin boards within the area of consideration which is the Navy Exchange, Newport. Announcements will remain open for a period of seven (7) workdays for vacancies in which the terminating employee has given two-weeks' notice. Otherwise, except for emergencies situations, announcements will remain open for a period of five (5) workdays. A rating panel will be established consisting of three members, for fulltime job vacancies in the unit in AS-4 and above, PS-3 and above, and all NL jobs. These members will be: (1) The Manager of the Exchange department in which the job opportunity exists; (2) An Exchange employee designated by the Navy Exchange Officer. A rating program will be established by management which will be the basis for marking candidates and assuring that equal opportunity has been granted those under consideration. If there are more than five applicants for the position, their panel will review personnel records, personnel information questionnaire, and all other data available pertaining to qualification of the applicants. Based on majority vote (i.e., at least two of the three panel members agree), the panel will determine the most qualified applicants. All other things being equal, the panel will give primary consideration to current employees of the Exchange, there will be no discrimination against any person by reason of race, color, religion, age, national origin, sex, physical handicap, or political affiliation, provide such affiliation is not characterized as subversive by the Attorney General of the United States. The list of applicants, including those designated as being most qualified, will be forwarded to the selecting official. If there are five or fewer applicants, no rating panel will be used.

Section 3.

The Union recognizes and agrees that the nature and mission of the Exchange requires flexibility and the Employer may temporarily assign employees to other work. However, the Employer agrees to give due consideration to the Union's view when any significant change in the tradition and basic assignments in excess of thirty (30) days is completed.

Section 4.

When the Employer considers bona-fide need for an assignment, such assignment shall be rotated to the maximum extent practicable among employees of the group concerned. Nothing in

this policy is intended to preclude the use of employee assignments to meet sudden workload requirements for short periods of time.

Section 5.

The Employer agrees to rotate assignments and temporary promotions to higher grade among the best qualified employees of the organizational segment, as determined by the immediate supervisor.

Section 6.

Temporary promotions will not be made for periods of less than thirty (30) days; however, it is understood that qualified personnel will be placed as relief of personnel who are absent due to sick leave, vacation and emergencies according to the time required to maintain the mission of the Exchange and the department. Temporary assignments of less than thirty (30) days will not entitle the employee to remuneration at the pay scale of the position he is temporarily filling. All time worked in excess of ten consecutive working days in a higher classification than normally assigned, and provided the employee is not the designated relief of the incumbent of the higher classified position as evidenced by the official position description shall be documented and entered in the employee's personnel file for crediting to his/her experience qualifications.

ARTICLE XV
DISCIPLINARY AND ADVERSE ACTIONS

Section 1.

It is agreed that the Employer has the right and obligation to determine the facts relevant to any case in which disciplinary action may result. The process of determining the facts will be known as the preaction investigation. This may include discussions with employees. Such discussions will afford the employee the opportunity to explain his/her position and may possibly eliminate any necessity for initiating disciplinary action.

Section 2.

No determination will be made that disciplinary action is warranted until a written report of an investigation is shown to and discussed with the employee. During this discussion, the employee has the right and will be so advised that he may be represented by the Union or any person of his/her choice who desires to represent him/her. This right to representation continues and can be invoked by the employee during any further questioning of the employee regarding this matter. The employee will be given the opportunity to comment orally and/or in writing. The investigator will take the employee's reply into consideration in arriving at a decision. If the investigator is someone other than the supervisor, he will submit his written report of the investigation to the management official who appointed him.

Section 3.

Actions taken against an employee for disciplinary reasons may include letters of caution, letters of reprimand, suspensions without pay, reductions in rank or pay and removals.

Section 4.

Letters of caution are nonformal disciplinary actions which may be grieved under the negotiated grievance procedure and processed to a final decision at Step 3.

Section 5.

Disciplinary actions which result in letters of reprimand may be processed as grievances under the negotiated grievance procedure to a final decision at Step 3. Suspensions for 30 calendar days or less may be grieved to arbitration.

Section 6.

The Employer agrees to furnish the Unit employees two copies of the advance notice of proposed suspension for 30 calendar days or less. The notice will inform the employee of his/her right to be assisted in his/her written reply by the Union or any person of his/her choice who

desires to assist him/her. If the employee in his/her written reply designates the Union to represent him/her, a copy of all subsequent correspondence to the employee concerning the matter will be furnished to the Union.

Section 7.

Adverse actions are those disciplinary actions which result in removal, suspension for more than 30 calendar days, and reduction in rank or pay, and those administrative actions which result in furlough without pay. They will be processed in accordance with applicable Department of Navy Instructions. An Employee may submit an appeal at any time after receipt of notice of adverse decision but not later than 15 calendar days after the adverse action has been effected.

Section 8.

When the Employer is advised in advance that an employee in the Unit is to be served with a warrant or subpoena, arrangements will be made whereby the warrant or subpoena, may be served in private.

Section 9.

When an employee is to be given an oral reprimand by a manager or supervisor, it shall be done in private with no harassment to follow. Human dignity will prevail.

ARTICLE XVI
REDUCTION-IN-FORCE

Section 1.

The decision to conduct a reduction-in-force, the time and size of the reduction is a management decision. The Employer agrees to notify the Union of the necessity for a reduction-in-force as far in advance as possible and of the reasons therefor. The Employer also agrees to notify the Union of the affected competitive levels and the number of employees, date of action, and other pertinent information when this information is available. Reduction-in-force will be conducted in accordance with SECNAV INST 5300.22 of 31 December 1975.

Section 2.

The Activity agrees to make every reasonable effort to minimize the effect of a reduction-in-force in the unit through the reassignment under applicable regulations of the employees to available vacancies for which they are qualified and by providing maximum assistance in out-placement.

Section 3.

To the extent permitted by applicable law and regulation, the Activity agrees that an up-to-date retention roster will upon request be made available to the Union when a reduction-in-force situation is imminent.

Section 4.

To the extent permitted by applicable law and regulation, an employee affected by reduction-in-force action shall be permitted to inspect the retention register on which his or her name appears.

Section 5.

The Union will render its assistance in communicating to employees the reason for a reduction-in-force action.

Section 6.

It is agreed that the Employer will make a reasonable effort to reassign employees whose positions are eliminated. It is agreed that the Employer 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 funds and facilities are available and cost of such training is not excessive, and provided the employee has the necessary aptitude as determined by the Employer.

ARTICLE XVII
GENERAL PROVISIONS

Section 1.

The Employer will make every reasonable effort to provide and designate lunch areas as near to permanent work sites as practical.

Section 2.

Employees will be permitted to participate during nonworking hours in all recreation and welfare activities available to civilian employees of the Navy Exchange.

ARTICLE XVIII
VOLUNTARY ALLOTMENTS

Section 1.

Voluntary allotments for the payment of Union dues will be made in accordance with the Agreement between the Local and the Employer dated 2 September 1969, and with existing regulations and procedures.

ARTICLE XIX
COMMUNICATIONS

Section 1.

The Employer agrees to place the Union on the Distributions List for all activity Instructions, Navy Exchange Manual and supplemental Notices pertaining to matters affecting civilian personnel.

Section 2.

A copy of this Agreement and any future amendments reached hereunder shall be furnished to all employees represented by the Union, and to each new employee covered by this Agreement, such copies to be provided by the Employer after completion of the probationary period.

Section 3.

The Employer agrees to inform new employees that Local 190 of the American Federation of Government Employees, AFL-CIO is the exclusively recognized Union of the employees in the Unit.

Section 4.

The Employer will make a reasonable amount of space available on unofficial bulletin boards, and when officially requested by the Union will post Union Notices of meetings, recreational or social affairs, elections, results of elections, or other appropriate literature.

ARTICLE XX
CIVIC RESPONSIBILITIES

Section 1.

It is the policy of the Employer to grant court leave for employees under proper summons (an official request, invitation, or call evidenced by an official writing) for jury duty and witness service. The employee shall promptly notify the Employer so that arrangements may be made for his/her absence from scheduled duty. Before being granted court leave, the employee will submit to the employer a true copy of the particular summons involved. Upon completion of court leave, the employee will submit to the employer satisfactory evidence of his/her service. He/she shall be paid in accordance with applicable regulations.

Section 2.

It is understood that, in those cases where time and travel permit and where no hardship results, when an employee is excused from jury duty or witness service for one day or a substantial portion of one day, he/she shall be expected to return to duty or be charged annual leave for the time excused.

Section 3.

The Employer agrees to cooperate with the Union in the operation of a Blood Bank Program. The individual employee is free to participate in the Union Sponsored Program with the Newport Hospital or the Navy program at the Naval Regional Medical Center. The employer further agrees to allow sufficient time, not to exceed two hours on the clock, for donating blood.

ARTICLE XXI
ENVIRONMENTAL DIFFERENTIAL PAY

Section 1.

When the Employer determines, through his own evaluation or through information furnished by the Union, that a local situation is covered by one or more of the defined categories in Appendix J of FPM Supplement 532-2, the Authorized Environmental Differential will be paid for the appropriate Category.

Section 2.

The Employer agrees to notify the Union when additions or deletions are made to local situations for which Environmental Differential Pay is authorized.

ARTICLE XXII
EQUAL EMPLOYMENT OPPORTUNITY

The Employer and the Union agree to adhere to the principles of equal opportunity in employment for all persons; to prohibit discrimination because of age, race, color, religion, sex or national origin; and to promote the full realization of equal employment opportunity through a continuing affirmative action program.

ARTICLE XXIII
ALCOHOL AND DRUG ABUSE

Section 1.

The Union and the Employer jointly recognize alcoholism and drug abuse as illnesses which are treatable. Our concern is limited to alcoholism and drug problems which cause poor attendance and unsatisfactory performance on the job.

ARTICLE XXIV
NEGOTIATED GRIEVANCE PROCEDURE

Section 1.

This article sets forth the exclusive procedure available to the parties and Unit employees for the consideration of grievances.

Section 2.

A grievance is defined as a request by any of the parties, by an employee, or by a group of employees acting as individuals, for personal relief in a matter of concern or dissatisfaction which is subject to the interpretation and application of this Agreement and within the control of the Navy Exchange Officer or the Union. Grievances often arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. The Employer and the Union agree that every effort will be made to settle grievances at the lowest possible level. Inasmuch as dissatisfactions and disagreements arise occasionally among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, performance, loyalty or desirability to the organization.

Section 3.

Grievances pertaining to the interpretation and application of this Agreement may be processed to arbitration. All other grievances not otherwise excluded in this Agreement are grievable to a final decision at Step 3, Section 9 of this Article. Questions as to the interpretation of published agency policies or regulations, provisions of law or regulations of appropriate authority above or outside the Agency shall not be subject to this negotiated procedure, regardless of whether such policies, laws, or regulations are quoted, cited, or otherwise incorporated or referenced in this Agreement. Such questions shall be resolved by referral to the Office of Civilian Personnel or issuing authority for interpretation and shall be binding in any grievance or arbitration. Any time limits specified in other sections of this Article will be suspended pending receipt of this interpretation.

Section 4.

The Negotiated Grievance Procedure does not apply to:

- a. Matters for which statutory appeals procedures exist. (Appendix A, hereto, is a summary of such matters.)
- b. The content of published agency policy.
- c. Nonselection for promotion from a group of properly ranked and certified candidates.

- d. An action terminating a temporary promotion.
- e. Nonadoption of a suggestion or disapproval of a quality increase, performance award, or other kind of honorary or discretionary award.
- f. Action terminating a temporary or veteran's readjustment appointment.
- g. Failure to qualify during the Probationary Period.
- h. Disciplinary actions.

Section 5.

Questions that cannot be resolved by the parties as to whether or not a grievance is on a matter for which a statutory appeal procedure exists, shall be referred to the Assistant Secretary of Labor for decision. Other questions as to whether or not a grievance is on a matter subject to the grievance procedure in this Agreement, or is subject to arbitration under this Agreement, shall be submitted to A/SLMR.

Section 6.

Reasonable time during working hours will be allowed for employees and Union representatives to discuss and present grievances and attend meetings with management officials regarding such grievances. At the point of initiation of a grievance by an employee, the Union can refuse to process the grievance if it lacks merit or there is insufficient evidence available. If the employee chooses Union representation, the grievance shall be resolved at any step in the grievance procedure that the Union representative accepts the decision of the Employer.

Section 7.

Any employee or group of employees in the Unit may present grievances to the Employer and have them adjusted without the intervention of the Union as provided by Section 13 (a) of the Executive Order 11491, as amended. Employees electing the adjustment process must represent themselves and use the procedure set forth in Section 9 of this Article. The decision at Step 3, Section 9 on any such grievance will be final and may not be submitted to arbitration. Any adjustment process must represent themselves and use the procedure set forth in Section 9 of this Article. The decision at Step 3, Section 9 on any such grievance will be final and may not be submitted to arbitration. Any adjustment of a grievance under this procedure may not be inconsistent with the terms of this Agreement and the Union must be given the opportunity to be present at the adjustment decision at each step above the informal level.

Section 8.

It is agreed that a grievance will be presented within 15 calendar days after the occurrence which led to the grievance. The step at which a written grievance is first presented will be determined by the level of the official whose action(s) gave rise to the grievance. Failure of the Employer to observe time limits shall entitle the aggrieved to advance the grievance within any of the time

limits specified in this Article shall render the grievance void or settled on the basis of the last decision given by the Employer. Time limits specified in this Article may be extended by mutual agreement to provide for unusual cases.

Section 9.

The following procedures shall apply in processing grievances covered by this Article:

Step 1. In the event a complaint or disagreement affecting an employee arises the matter shall first be discussed by the aggrieved employee with the immediate supervisor. If desired by the employee, he/she may be accompanied and represented by the area Union Steward or in his/her absence by another Union steward located nearest geographically. If the employee determines that a grievance exists, he/she must make it specifically known to his/her immediate supervisor within the time frame specified in Section 8 of this Article. The supervisor shall make whatever investigation is necessary and shall give his/her answer to the employee within 10 calendar days after the date of the official notification of the grievance.

Step 2. If the grievance is not satisfactorily settled at Step 1 and the employee desires further consideration on the matter, the grievance will be reduced in writing and submitted to the Department Head within seven (7) calendar days of the date of the Step 1 decision. The written grievance must set forth the basis for the grievance and, where applicable, the Article(s) and Section(s) of the Agreement alleged to have been violated, the corrective action desired, and state whether or not he/she will be represented by the Union. If the employee at this point chooses to submit his/her grievance without representation by the Union, under the adjustment process, the employee may not later choose to be so represented. New issues may not be raised by either party unless they have been raised at the step at which the grievance initially presented. However, the parties may mutually agree to join new issues to a grievance in process. The Department Head or his/her designated representative will meet and discuss the grievance with the employee, the Union representative if the employee has elected Union representation, and others as determined necessary by the Department Head, within seven (7) calendar days after receipt of the written grievance. The Department head will render a written decision to the employee, with a copy to the Union, within fifteen (15) calendar days after the meeting.

Step 3. If the grievance has not been resolved by the decision at Step 2, the grievance may be referred in writing to the Exchange Officer. The grievance shall specify the points which the Department Head's decision failed to resolve and must be submitted within ten (10) calendar days after the employee's receipt of the Step 2 decision. The Exchange Officer, or his/her designated representative, upon request, shall meet within ten (10) calendar days with the employee, and the Union representative, if the employee has initially elected Union representation, to discuss the grievance. A decision, in writing, will be rendered by the Exchange Officer as soon as practicable but not later than twenty (2) calendar days of the discussion or receipt of the grievance if no request for discussion was made. The Union will be provided a copy of the decision.

Step 4. If an arbitrable grievance is not settled at Step 3, the Employer or the Union may refer the matter to arbitration, in accordance with the provisions of the Article on Arbitration.

Section 4.

Disagreements between the Union and the Employer over interpretation or application of this Agreement shall be resolved as follows:

Step 1. The Exchange Officer and the Union President, or their designated representatives will meet within fifteen (15) calendar days of notice by either party to the other of an alleged disagreement. If the disagreement cannot be resolved at this meeting, the aggrieved party may proceed to Step 2.

Step 2. The issue(s) will be reduced to writing, setting forth specific Article(s) and Section(s) of this Agreement dealing with such issue(s), whether further discussion is desired, and submitted to the other party. The party to whom the issue(s) are submitted will render a written decision as soon as practicable but not later than thirty (30) calendar days of the discussion or receipt of the written issue(s) if no request for discussion is made. If the decision is not satisfactory to the aggrieved party, the issue(s) may be submitted to arbitration in accordance with the provisions of the Article on Arbitration.

ARTICLE 25 ARBITRATION

Section 1.

Issue(s) referred to arbitration must be in writing and must be submitted within thirty (30) calendar days following issuance of the decision of the aggrieved party.

Section 2.

Within seven (7) calendar days of the date of receipt of the arbitration request covering arbitrable item(s), the parties shall meet for the purpose of endeavoring to agree on the selection of an arbitrator. If agreement cannot be reached, then the two parties jointly will promptly request the Federal Mediation and Conciliation Service to submit a list of five impartial personnel qualified to act as arbitrators. The parties shall meet within seven (7) calendar days after the receipt of such list. If they cannot agree upon one of the listed arbitrators, then the Union and the Employer will each strike one arbitrator's name from the list of five and then repeat this procedure. The remaining name shall be the duly selected arbitrator. A flip of the coin will determine which party strikes first.

Section 3.

The arbitrator's fee and the expenses of the arbitration, if any shall be borne equally by the Employer and the Union. Travel and per diem will be paid at not more than the maximum rate payable to Department of Defense employees under Volume 2 of the Joint Travel Regulations.

Section 4.

The arbitration hearing will be held, normally, on the Employer's premises during the regular day-shift workhours of the basic workweek. An employee of the Unit covered by this Agreement serving as the grievant's representative, the aggrieved employee, and employee witnesses of the Unit who have direct knowledge of the circumstances and factors bearing on the case who are otherwise in a duty status, shall be excused from duty as necessary to participate in arbitration proceedings without loss of pay or charge to annual leave.

Section 5.

The selected arbitrator shall be informed jointly by the Employer and the Union in writing as to precisely what he is being employed to decide. The arbitrator shall not change, modify, alter, delete, or add to the provisions of this Agreement; such right being the prerogative of the Employer and the Union only. Neither may the arbitrator extend his findings to such matters as interpretation or change of Employer or high authority regulations or policies.

Section 6.

The arbitrator will render his decision in writing to the parties as quickly as possible, but in any event not later than thirty (30) calendar days after the conclusion of the hearing unless the parties otherwise mutually agree to extend the time limit. The arbitrator's award shall be binding upon the parties.

ARTICLE 26
EFFECTIVE DATE AND DURATION OF THE AGREEMENT

Section 1.

This agreement shall become effective upon approval of the Employer and the Navy Resale System Office. Any supplemental Agreements arrived at by negotiation subsequent to the Agreement, require similar approval.

Section 2.

This Agreement shall remain in full force and effect for three (3) years from the date of approval by the Navy Resale Office. If neither party has requested renegotiations by the sixtieth (60) days prior to the terminal date, and in the absence of a timely challenge, this Agreement will be brought into conformance with current published Department of the Navy Policies and regulations and will be renewed for an additional two (2) year period following review and approval by the Navy Resale Office.

Section 3.

By mutual consent of the parties, the Agreement may be opened for amendment at any time. In addition, if a change in law or regulation makes any provision of this Agreement inoperative, a revision to this Agreement may be required. In that case, the Employer will meet with the Union to work out the necessary changes. A request for revision of the Agreement by either party will be in writing and will include a summary of the basis for the request.

Section 4.

This Agreement shall automatically be terminated at any time the Union loses entitlement to exclusive recognition under the terms of the Executive Order.

IN WITNESS WHEREOF the parties hereto have entered into this agreement on this ___ 13 ___ day of ___ September ____, 1977.

For the American Federation
of Government Employees, Local #190

For the Navy Exchange, Naval Education
and Training Center, Newport, Rhode Island

Name
Title

Name
Title