

**NEGOTIATED AGREEMENT BETWEEN**  
**NAVY EXCHANGES, NAVAL AIR STATION OCEANA, VA**  
**AND**  
**FLEET COMBAT TRAINING CEER ATLANTIC,**  
**DAM NECK, VIRGINIA BEACH, VIRGINIA**  
**AND**  
**NATIONAL ASSOCIATION OF GOVERNMENT, EMPLOYEES, LOCAL R4-123**

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## **PREAMBLE**

In accordance with Title VII. Of Public Law 95-454, Civil Service Reform Act of 1978, hereinafter referred to as the "Statue" and, subject to all applicable statutes and regulations, this Agreement is made by and between the Navy Exchange, Naval Air Station Oceana, and Fleet Combat Training Center; Atlantic, Dam Neck, hereinafter referred to as the "Employer " and the National Association of Government Employees, Local R4-123 hereinafter referred to as the "Union ." Collectively, they are referred to as the Parties ."

## **WITNESSETH**

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

WHEREAS, it is the intent and purpose of the parties hereto promote and improve the efficient administration of the Navy Exchange Program and the well-being of the 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 adjustments of matters of mutual interest at the Navy Exchange, Naval Air Station, Oceana, and Fleet Combat Training Center, Atlantic, Dam Neck, Virginia Beach, Virginia.

NOW, THEREFORE, the parties hereto 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 :

a . All nonappropriated fund employees of the Navy Exchange Naval Air Station, Oceana, Virginia Beach, Virginia with the exclusion of management officials; supervisors, temporary employees with appointments not to exceed 90 days and employees described in 5 USC 7112. (b) ( 2 ) , ( 3 ) ,(4) , ( 6 ) , and . ( 7 ) .

b. All nonappropriated fund employees of the Navy Exchange, Fleet Combat Training Center, Atlantic, Dam Neck, Virginia Beach, Virginia with the exclusion of professional employees; management officials; supervisors , temporary employees with appointments not to exceed 90 days ; and employees described in 5 USC 7112 ( b ) ( 2 ) , ( 3 ) , ( 4 ) , ( 6 ) , and ( 7 ) .

## ARTICLE II

### PROVISIONS OF LAWS AND REGULATIONS

It is agreed and understood by the Employer and the Union that in the administration of all matters covered by this Agreement, officials and employees are governed by existing and future laws and regulations of appropriate authorities, and by published agency policies and regulations in existence at the time the Agreement is approved. The fact that the Union agrees to published agency policies and regulations in existence at the time the Agreement is approved or in the future does not preclude the Union from meeting and conferring, upon request, on any agency policy and regulation.

## ARTICLE III

### DEFINITIONS

#### EMPLOYEE CATEGORIES:

1. Regular full-time (RFT) employees are those hired for continuing positions and who have a regularly scheduled workweek of 35 hours per week or more.
2. Regular part-time (RPT) employees are those hired for continuing positions and who have a minimum of 20 hours per week but less than 35 hours per week on a regularly scheduled basis.
3. Temporary full-time employees are those who are employed for 35 hours or more per week or a period not to exceed 12 months in a continuing pay status.
4. Temporary part-time employees are those who are employed for a minimum of 20 hours per week but less than 35 hours per week for a period not to exceed 12 months in a continuing pay status.
5. Intermittent employees are those who are not on a regular scheduled workweek and who usually work less than 35 hours a week. Their employment is on a recurring basis, but only when needed. Included in this category are those employees who work less than 20 hours per week on a part-time basis, with or without a regular schedule.
6. Supervisor-An individual employed by an agency having authority in the interest of the agency to hire, direct, assign, promote, reward, transfer; furlough, lay-off, recall, suspend, discipline, or remove employees, to adjust their grievances or to effectively recommend such action, if the exercise of the authority is not merely routine or clerical in nature but requires the consistent exercise of independent judgement.
7. Management Official-An individual employed by an agency in a position the duties and responsibilities of which requires or authorize the individual to formulate, determine, or influence the policies of the agency.

8. Collective Bargaining-The performance of the mutual obligation of the Employer and the Union to meet at reasonable times and to consult and bargain in a good faith effort to reach agreement with respect to the conditions of employment affecting such employees and to execute, if requested by either party, a written document incorporating any collective bargaining agreement reached, but the obligations referred to in this paragraph or to make a concession.

9. Consultation-discussion between the parties of policies, programs, and procedures related to work conditions of unit members which are written the authority of the Employer for the purpose of obtaining Union views before the Employer takes final action.

## ARTICLE IV

### RIGHTS OF THE EMPLOYER

Section 1. Subject to Section 2 of this Article, nothing shall affect the authority of the Employer.

a. to determine the mission, budget, organization, number of employees, and internal security practices; and

b. in accordance with applicable laws-

(1) to hire, assign, direct, lay off, and retain employees or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;

(2) to assign work, to make determinations with respect to contracting out and to determine the personnel by which activity operations shall be conducted.

(3) with respect to filling positions, to make selection for appointments from-

(a) among properly ranked and certified candidates for promotion; or

(b) any other appropriate source; and

(4) to take whatever action may be necessary to carry out the agency mission during emergencies.

Section 2. Nothing in this Article shall preclude the Employer and the Union from negotiating-

a. at the election of the agency, on the numbers, types, and grade 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;

b. procedures which management officials of the Employer will observe in exercising any authority under this Article by such management officials; or

c. appropriate arrangements for employees adversely affected by the exercise of any authority under this Article by such management officials.

Section 3. In making rules and regulations relating to personnel policy, procedures, and practices and matters of conditions of employment, the Employers shall give due regard and consideration to the obligations imposed by this Agreement and appropriate laws and regulations. However, the obligation to meet and confer does not include matters with respect to the mission of an agency; its budget; its organization; the number of employees; and the numbers, types, and grades of positions or employees assigned to an organizational unit, work project, or tour of duty; the technology of performing its work; or its internal security practices.

## ARTICLE V

### EMPLOYEE RIGHTS

Section 1. 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 or to refrain from any such activity. Except as hereinafter expressly provided and pursuant to the Statute, the freedom of such employees to assist the Union shall be recognized as extending to participation in the management of the Union and acting for the Union in the capacity of any Union representative, including presentation of its views to officials of the Executive Branch, the Congress, or other appropriate authority.

Section 2. The Employer and the Union shall take such action, consistent with law, as may be required to assure that employees in the Unit are apprised of the rights described in the section, and that no interference, restraint, coercion, or discrimination is practiced within the Unit to encourage or discourage membership in the Union.

Section 3. The rights described in the Article do not extend to participation in the management of the Union, or representation of any such Union, where such participation or representation would result in a conflict or apparent conflict of interest or otherwise be incompatible with law or with the official duties of an employee.

Section 4. Any employee has the right, regardless of Union membership, to bring matters of personal concern to the attention of appropriate officials, in accordance with applicable laws, rules, regulations or established policies.

Section 5. Nothing in this Agreement shall require an employee to become or to remain a member of the Union or to pay money to the Union except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions.

Section 6. Prior to the commencement of an investigatory examination the employee will be informed of the purpose of the examination. The Union shall be given the opportunity to be represented at any examination of a unit employee by a representative of the Employer in connection with an investigation if:

- a. the employee reasonably believes that the examination may result in disciplinary action against the employee; and

b . the employee requests representation.

Section 7. Employees will be advised of the appropriate chain of command with his/her area.

## ARTICLE VI

### UNION RIGHTS AND OBLIGATIONS

Section 1. The Union shall accept employees of the Unit as members without discrimination based on race, color religion, creed, age, sex, national origin, political affiliation, marital status or physical and mental handicap, consistent with the Statute and this agreement.

Section 2. The Union shall act for and negotiate agreements covering all employees in the Unit and shall be obligated to represent the interests of all such employees without discrimination and without regard to Union membership in matters covered by the Agreement and consistent with the Statute.

Section 3. Representatives of the Union shall be given the opportunity to be present at any formal discussion between a representative of the Employer and one or more employee's in the Unit concerning any grievance or any personnel policy or practices, or other general condition of employment. The right of the Union to be present during such discussions shall be subject to necessary requirements as to security and confidentiality of information. Further, the Union shall be given the opportunity to be present at any examination of an employee in the Unit by a representative of the Employer in connection with an investigation if:

a. the employee reasonably believes that the examination may result in disciplinary action against the employee, and

b. the employee requests representation.

## ARTICLE VII

### MATTERS APPROPRIATE FOR CONSULTATION OR NEGOTIATION

Section 1. Matters appropriate for advance consultation, discussion, or negotiation between the parties are policies and practices relating to working conditions which are within the discretion of the Employer, including but not limited to, such matters as safety, training, Labor management cooperation, employee services, methods of adjusting grievances, appeals, granting of leave, promotion plans, details, demotion practices, pay practices, reduction-in-force and hours of work.

Section 2. Either party has the right, at reasonable times, to confer with the other concerning subjects appropriate for consultation or negotiation as outlined in Section 1, above, and matters affecting employee morale. The party desiring a meeting shall give reasonable notice to the other party specifying the subject matter to be discussed and, if appropriate, summarizing the incident or condition, if any, which necessitates the meeting.

Section 3. It is recognized that this agreement is not all inclusive and the fact that certain working conditions have not been specifically covered in the agreement does not lessen the responsibility of either party to meet with the other for discussion and exchange of views in an effort to find mutually satisfactory solutions to matters related to policies, practices, procedures and conditions of employment not covered by this agreement.

Section 4. The Employer will designate an official, usually the Personnel Assistant, to be the initial point of contact between the Employer and the Union on all matters arising out of the Employer-union relationship.

## ARTICLE VIII

### UNION REPRESENTATION

Section 1. The Employer agrees to recognize the elected officers and shop stewards duly designated by the Union. The Local may designate seven Unit members other than the chief steward to serve as stewards at Oceana and two Unit members other than the chief steward to serve as stewards at Dam Neck. The Local shall supply the Employer, in writing, and shall maintain a current list of all elected officers and stewards, identifying the group of employees and work area he/she is authorized to represent. The chief steward may assume the duties of a steward who is absent.

Section 2. Union representatives may receive and investigate, but shall not solicit grievances of employees. Solicitation of memberships and activities concerned with the internal management of employee organizations such as collection of dues, membership meetings, campaigning for officers, conduct of elections and distribution of literature may not be conducted during working hours.

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 subject to the qualifications stated below. Prior to leaving their assigned duties, stewards shall first obtain the approval of their supervisor and the supervisor of the employees they wish to contact. The supervisor 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 Services 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/she will obtain oral permission from his/her 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 will contact the supervisor of the employee to be visited prior to contacting 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/her as to when he/she 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/her return to his/her work assignment, the steward/chief steward will notify his/her supervisor of his/her return and turn in his/her completed TIME OUT SLIP. Completion of a TIME OUT SLIP is required to properly record Union member's time not allocated to production.



Section 4. Reasonable time during working hours will be allowed Union representatives for attendance at meetings with the Employer. Reasonable time will be allowed for Union representatives to discuss with employees their grievances. Union representatives will guard against the use of excessive time in the handling of such matters.

Section 5. Except in emergency situation, the Employer agrees to notify the Union three work days in advance of the transfer, on a permanent basis, of any of its representatives from one work shift and/or office to another.

Section 6. Authorized non-employee representatives of the Union will be allowed to visit the Activity with prior notification to the Officer In Charge or his designee for the purpose of meeting with officials of the Employer and the Union subject to applicable security, regulations.

## ARTICLE IX

### EQUAL EMPLOYMENT OPPORTUNITY

Section 1. It is the policy of the Employer in fulfilling its responsibilities, to subscribe fully to the principle of equal opportunity, and in the administration of this policy, shall provide equal opportunity for employment and promotion to all qualified persons without regard to race, color, religion, sex, age, national origin, physical or mental handicap or reprisal for prior EEO complaint.

Section 2. The Employer shall promote the full realization of equal opportunity through a continuing affirmative action plan. The Employer will post information on all official bulletin boards providing the name of personnel authorized to hear and process complaints of discrimination

Section 3. When a vacancy occurs among Equal Employment Opportunity Counselors which is to be filled, the Union may submit the names of Unit employees to the Employer for consideration for the vacancy. Final decision on the designation of counselors will be made by the Equal Employment Opportunity Officer. Candidates selected shall meet the criteria established by applicable regulations and will be trained in accordance with guidelines from higher headquarters.

## ARTICLE X

### VOLUNTARY ALLOTMENT

Section 1. The Employer agrees that authorization for voluntary allotments of pay be employees for the payment of Union dues will be accepted and processed in accordance with applicable laws and regulations and this Agreement.

Section 2. The Union agrees to furnish the prescribed allotment form (Standard Form 1187) ; to distribute the form to its members; to certify as to the amount of its dues; and to inform and educate its members on the program for allotments for payment of dues and the uses and availability of the required form.

Section 3. The Employer agrees that an allotment authorization may be submitted through the Oceana Navy Exchange Personnel Office at any time. Allotments will become effective at the beginning of the first pay period after receipt of the form by the Personnel Office.

Section 4. The Employer shall automatically terminate an allotment when an employee leaves the Unit as a result of any type of separation, transfer of the employee outside the Unit (except temporary promotion or detail); upon loss of exclusive recognition by the Union; when this agreement providing for dues withholding is terminated by an appropriate authority outside the Department of Defense; or when the employee has been suspended or expelled from the Union, in which case the Union shall so notify the Navy Exchange Personnel Office in writing.

Section 5. An employee may at any time voluntarily submit a Standard Form 1188 or other written request, in duplicate, to the Employer to terminate an existing dues allotment. Any such termination request shall become effective at the beginning of the first pay period following the anniversary date of an employee's initial request for payroll withholding of Union dues, or at the beginning of the first pay period after 1 March of each year thereafter. Any such termination must be received by the Oceana Navy Exchange Personnel Office within five days prior to the above effective dates. The duplicate copy of the termination will be forwarded to the Union within two work days. The Employer shall maintain a supply of Standard Form 1188 and will make this form available to employees upon request. It is the employee's responsibility to see that the termination request is received by the Navy Exchange Personnel Office on a timely basis.

Section 6. The remittance of the dues withheld will be made by check payable to the Comptroller NAGE and mailed to the Comptroller Division, National Office, NAGE, 285 Dorchester Avenue, Boston, Massachusetts 02127, no later than five (5) working days following the day on which the related salaries were paid to members of the Union, along with a listing of employees names and amount of dues withheld.

Section 7. Nothing in this Agreement shall require an employee to become or 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.

Section 8. The amount of the Union dues to be deducted each payroll period from the employee's salary shall remain unchanged until a notice of change in Union dues, signed by, the authorized official of the Union is received by the Navy Exchange Personnel Office.

Section 9. Any change in the amount of an employee's regular dues which results in a change in the amount of the allotment deduction of the employee shall become effective with the deduction made on the first payroll period after receipt of a notice of change by the Exchange's Personnel Office, or at a later date if requested by the Union. Changes in the amount of the allotment by reason of changes in the amount of Union dues may not be made more frequently than once each six (6) months; measured from the date of the first change made by the Union.

## ARTICLE XI

### WORKWEEK AND HOURS OF WORK

Section 1. The administrative workweek for employees will be a period of 7 consecutive calendar days. It need not coincide with the calendar week. It may begin on any day and at any hour of the day. Within the administrative workweek the basic workweek for employee will not exceed 40 hours, exclusive of meal times. Whenever possible consecutive days off will be provided in each administrative workweek.

Section 2. The Employer shall have the right to establish and continue all current work shifts and to establish new work shifts as are required to fulfill its mission. Changes in the regular scheduled workweek will be posted on bulletin board and otherwise brought to the attention of the employees as soon as possible but at least seven (7) calendar days prior to the effective date of the new schedule except in cases of emergency or extraordinary business needs. The necessity for a rotating or irregular tour of duty will be explained to employees of, and to applicants for, positions involving such tours.

Section 3. Regular meal or lunch periods will be established at no less than 30 minutes nor in excess of 1 hour and will not be considered as time worked except that meal periods will be considered time worked for the purpose of determining entitlement to night shift differential pay. No employee will be required to work more than 6 consecutive hours without a meal period.

Section 4. Each full time employee will be granted two (2) 10 minute rest periods and each part time employee one (1) 10 minute rest period during each work day. Permission will be granted except in cases where compelling work situations dictate otherwise. Rest periods may not be granted immediately after the beginning of the work day or immediately prior to the end of the work day, nor will they be accumulated nor used to extend a meal time.

Section 5. The Employer agrees, in accordance with the nature and type of work performed, to allow for certain employees 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 at the discretion of the supervisor. This does not preclude the assignment of work during this period.

Section 6. When a time clock is provided, all employees will punch the time clock and changes will not made without 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 or after the end of his/her scheduled work shift will be paid for any time in addition to the scheduled hours of work.

## ARTICLE XII

### OVERTIME

Section 1. 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 and calculated in accordance with current regulations. For the purpose of computing overtime pay, the forty (40) hour plus must be worked between 0001 Friday and 2400 the following Thursday.

Section 2. The Employer will attempt to distribute overtime equitably, but preference will be given to employees already performing the task.

Section 3. The Employer agrees to consider timely requests from an employee to be excused from a directed overtime assignment, subject to mission requirements. The employee shall be relieved provided another qualified employee is available for the assignment and is willing to work. The employee's refusal to work overtime will be counted towards equitable distribution. Employees assigned to overtime work will be given as much advance notice as possible for such assignments.

Section 4. Employees called back to duty will be paid a minimum of two hours pay at the authorized rate.

Section 5. The Employer will maintain records of all overtime worked and overtime turned down. Upon request, the Union may review overtime records to investigate alleged inequities in distribution of overtime.

Section 6. Employees required to work emergency overtime four (4) hours or more beyond the end of their regular shift will be given an opportunity before the overtime assignment to obtain food. These employees will also be allowed one local phone call not to exceed three minutes, after obtaining their supervisor's approval.

## ARTICLE XIII

### WAGES AND WAGE SURVEYS

Section 1. All compensation, except commission, shall be paid in accordance with appropriate salary and wage schedules which have been established by the DOD NAFI Salary and Wage Fixing Authority.

Section 2. FAFI employees may be compensated on other than a time rate basis, such as commission, provided that:

a. Similar jobs in comparable private sector establishments in the immediate locality are compensated on the same basis;

b. The application of the commission rates will result in wages comparable to those received by private sector employees in, similar jobs.

c. Within the jurisdiction of the Fair Labor Standards Act, as amended, the employee's earnings, when computed on an hourly basis, will be at least equal to Federal, state, or municipal minimum wage rate, whichever is higher for applicable category employment .

Section 3. The Employer agrees that every employee in the Unit shall be treated fairly and equitably with regard to wages and wage increases. In connection with this, it is understood that wages and wage increases shall be in conformance with the Nonappropriated Fund Federal Wage System. In the event of a discrepancy, corrective action shall be taken by the Employer.

Section 4. The Employer will notify the Union as soon as the Exchange becomes aware of a wage survey to be conducted.

Section 5. The Union will participate in the wage survey in accordance with directives issued by the Office of Personnel Management and the Department of Defense Nonappropriated Fund Salary and Wage Fixing Authority. The Employer recognizes the valuable contribution the Union can make in assisting wage survey matters, and furthering interest in matters relating to pay. To this end, opportunity will be afforded the Union 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.

## ARTICLE XIV

### HOLIDAYS

Section 1. Legal holidays include the 1st of January, the third Monday of January, the third Monday of February, the last Monday of May, the fourth day of July, the first Monday of September, the second Monday of October, the 11th day of November, the fourth Thursday of November, the 25th day of December or any other calendar days designated as a holiday by Federal Statute or Executive Order. Heads of Headquarters elements will determine the administrative observance of holidays for full time and part time employees

Section 2. When a holiday is less than a full day, proportionate credit will be given.

Section 3. Appendix 1 (Day of Observance) for full time and part time employees who work at least 5 days per week, will be used in determining the workdays on which a holiday will be observed, when the holiday occurs on one of the employees two nonworkdays. The Holiday Observance Chart does not apply to employees serving under appointments of less than 90 days.

Section 4. Regular and temporary part-time and intermittent employees who are scheduled less than 5 days per week must be regularly scheduled to work on the specific holiday or be required to work on a holiday which occurs on a nonregularly scheduled workday within the administrative workweek to be entitled to holiday premium pay. Unscheduled/on call intermittent employees are not entitled to holiday premium pay.

Section 5. Holiday pay for commissioned employees will be paid in accordance with FPM Supplement 532-2 and the Navy Resale Manual.

Section 6. Employees will be notified of a holiday schedule at least 7 days in advance before each of the legal holidays subject to change due to emergencies. Any employee who is scheduled to work on a holiday may request, 72 hours in advance, to have that day off and "such request may be approved, if his/her services can be spared. The Employer will make a reasonable effort to grant annual leave to employees, upon request, for any religious holiday associated with the religious faith of the employee.

## ARTICLE XV

### ANNUAL LEAVE

Section 1. Annual leave will be granted in accordance with applicable regulations when requested reasonably in advance and in writing to the Employer, and provided that the employee's services are not required to carry on the work load of the organizational element to which he/she is assigned during the requested 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 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. By January 15 of every calendar year, a listing will be circulated among all employees in order for them to annotate their preference for vacation period (s) for the next 12 months. When requested, the employee may be granted his/her desired vacation period provided the employee has the requested amount of annual leave credited to his/her vacation allowance record. If a conflict arises during such scheduling, it is agreed that the person within 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/her selection, he/she shall not be permitted to change his/her 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.

## ARTICLE XVI

### SICK LEAVE- PRIVILEGE

Section 1. Employees will accrue sick leave in accordance with applicable regulations. The Union joins the Employer in recognizing the insurance value of sick leave and agrees to encourage employees to conserve such leave so it will be available to them in case of extended illness.

Section 2. Earned sick leave shall be granted to employees when they are incapacitated for the performance of their duties, provided that employees not reporting for work because of incapacitation for duty furnish notice to the supervisor as soon as possible, preferably prior to the start of the employee's shift, but no later than one hour after the start of the shift.

Section 3. Sick leave, if available, will be granted to employees in accordance with applicable statutes and regulations when they are incapacitated for performance of their duties by sickness, injury, or pregnancy and confinement for medical, dental, or optical examination or treatment; or when exposed to contagious quarantinable disease and when the presence of the employee at his/her post of duty would jeopardize the health of coworkers. Request for sick leave for medical, dental or optical examination or treatment shall be submitted for approval in advance of the appointment, unless precluded by emergency conditions. Employees will make reasonable efforts to schedule such appointments after working hours or on nonworkdays.

Section 4. Normally, employees shall not be required to furnish a doctor's certificate to substantiate a request for approval of sick leave unless such sick leave exceeds three working days of continuous duration except in individual cases where there is reason to believe the employee is abusing sick leave privileges. In such cases, the employee shall normally first be advised orally that, because of the questionable sick leave record, a medical certificate may be required for each subsequent absence on sick leave. If this does not bring about the desired improvement in his/her sick leave record, he/she will be advised in writing that all future requests for sick leave must be supported by a medical certificate. This requirement shall be reviewed by the immediate supervisor who at the end of six months will issue a written determination.

Section 5. When a medical official has certified that an employee has physical restrictions that preclude the full performance of the duties of his/her assigned positions, the Employer agrees to consider to assign duties that the employee can perform within the given restrictions for a reasonable period of time. If no such duties are available within the employee's work unit, the supervisor will consider finding an assignment in another work location.

Section 6. The Employer agrees when employees are sent home due to illness, the absence will be charged to sick leave in accordance with regulations. The Employer agrees when employees are set home due to on-the-job injury, the absence for the remainder of the day will be charged in accordance with the provisions of applicable regulations and instructions.

## ARTICLE XVII

### LEAVE WITHOUT PAY

Section 1. Employees will continue to be granted leave without pay in accordance with applicable laws and regulations.

Section 2. The Employer agrees that when given adequate advance notification in writing that an employee in the Unit has been elected or appointed to a Union office, or as a delegate to any Union activity requiring leave, such employee shall be granted annual leave and/or leave without pay whenever possible consistent with applicable regulations.

## ARTICLE XVIII

### ADMINISTRATIVE LEAVE

Section 1. Administrative leave is an authorized absence from duty without loss of pay and without charge to earned leave.

Section 2. Subject to mission requirements, administrative leave may be granted to employees for the following reasons:

- a. Blood donation for which the employee is not paid.
- b. For brief periods of absence or tardiness, due to circumstances which are beyond the employee's premises subject to workload requirements.

Section 3. Voting in government elections. Time shall be granted when an employee's work schedule and the poll hours preclude voting before or after normal duty hours.

Section 4. Additionally, should it become necessary because of energy shortages, severe weather conditions, times of crisis (riots, demonstrations, etc. or other emergency conditions) administrative leave shall be granted to Exchange employee in the same manner as for all other civilian employees on the installation, in instances where the entire installation is closed. However, the following guidance is provided for compliance when the above described conditions only affect individual NAFI activities:

1. When normal operations of the Exchange are suspended in accordance with the above criteria, employees will be provided 24 hours advance notice in a pay status before being placed on enforced annual leave, or leave without pay. Administrative dismissals are authorized during all or part of this 24 hour notice period if insufficient time is available to notify employees while still in a duty status .

2. Employees with sufficient accrued annual leave to their credit will be placed on enforced annual leave following the 24 hour notice period.

3. Employees with insufficient accrued annual leave to their credit will be placed on leave without pay following the 24 hour notice period.



4. At the request of any employee, leave without pay will be granted in lieu of enforced annual leave.

## ARTICLE XIX

### COURT LEAVE

Section 1. Upon advance submission of a court order, subpoena, summons of any other judicial notification, regular fulltime and regular part-time employees will be granted paid court leave for jury duty; to appear in court in an unofficial capacity as a witness in behalf of the U.S. Government all the Government of the District of Columbia; and to appear in court in an unofficial capacity as a witness in behalf of private parties where the U.S., the District of Columbia, a State or local government is a party to the proceedings. The court may be a Federal District of Columbia, state or local governmental-unit court. This provision does not apply to an employee appearing as a Witness in a judicial proceeding which involves only private parties. All bargaining Unit employees on court leave 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 where separately identified or otherwise identifiable) will be turned over to the employing NAFI.

## ARTICLE XX

### LEAVE FOR MATERNITY REASONS

Section 1. Leave for maternity reasons is a period of approved absence for incapacitation related to pregnancy and confinement. It is first chargeable to sick leave and then any combination of annual leave and leave without pay. The sick leave regulations contained in applicable regulations apply when an employee is incapacitated for performance of her duties by pregnancy and confinement.

Section 2. An employee should report a pregnancy as soon as it is known, and furnish the Exchange with a medical certificate authorizing continued work and the date that she must cease work prior to confinement. Childbirth or complications of pregnancy are temporary incapacities and must be treated for leave purposes in the same manner as any other physical condition which incapacitates the employee for performance of duty.

Section 3. All other considerations will be in accordance with applicable regulations.

## ARTICLE XXI

### ADVERSE WEATHER PROVISIONS

Section 1. When activities of the Unit are curtailed due to adverse weather conditions, only those employees considered essential in protecting property and maintaining minimum required services will be required to report or to remain on duty. This is not meant to include normal routine work except for those duties that are required to secure work areas.

Section 2. If weather conditions justify curtailing activities during duty hours, employees will be notified promptly through their respective supervisors.

Section 3. If weather conditions prior to normal duty hours justify curtailing activities, notice will be given to local radio and television station as soon as possible prior to the regular tour duty.

Section 4. It is agreed that employees will not be required to remain or report for work when regular activities have been curtailed unless such employees are required for the emergency.

Section 5. During adverse weather conditions, such as extreme heat or cold, supervisors will allow employees to take more break periods in order to reduce exertion level.

## ARTICLE XXII

### EMPLOYEE TRAINING AND DEVELOPMENT

Section 1. The Employer shall exercise responsibility for establishment of training programs within the Unit to increase efficiency and effectiveness. The Employer will, as the need arises, identify area of skill in which scarcities exist. Further, the Employer will, to the maximum extent practicable, publicize training opportunities in these areas and inform the employees how to apply for this training for self-development. Selection for such training will be consistent with applicable laws and regulations.

Section 2. The Union will stress to employees of the unit the need for self-development and self-initiated training to increase their efficiency and enhance their career potential.

Section 3. On-the-job and/or formal training will be provided as necessary to assist the employee in meeting the requirements of his/her position.

Section 4. Each employee shall receive equal consideration to participate in training consistent with his/her qualifications, work experience and present job assignments.

Section 5. NAVRESOINST 12440.18 Series outlines procedures for upward mobility. Any interested employee may apply for positions posted as upward mobility positions. The parties agree to stress to the employees the need for self-development and training to increase efficiency and output .

## ARTICLE XXIII

### UNION TRAINING

Section 1. Recognized officers/stewards of the Union will receive, subject to workload consideration, official time, without charge to annual leave, to attend Union sponsored training . Official time for such purpose will not exceed sixteen hours per officer per calendar year. Official time for stewards will not exceed eight hours per calendar year.

Section 2. Requests for training time must be submitted to the Employer, by the Union; in writing, as far in advance as possible, but no later than two weeks prior to the start of the training. The request must include the name(s) of the officer(s)/steward(s), dates, time; place of training and subject matter to covered. Training must be of mutual benefit to the Parties and to the employee in his/her capacity as Union representative.

Section 3. When Union sponsored training is requested to be conducted on the Employer's premises, the Union will coordinate the place and time of such training with the Employer.

Section 4. The Union will be permitted to use available Employer owned projectors, films, and training aids when training is held on Employer 's premises .

## ARTICLE XXIV

### CHANGES IN JOB OESCRPTION AND REQUIREMENTS

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

Section 2. Upon request by an employee or through his/her 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. The term “performs related duties as assigned” means tasks that are normally related to the job or of an incidental nature. The Employer will notify the Union of changes in position descriptions which will result in a personnel action or significant impact in working conditions. Job descriptions shall define the general job duties and responsibilities of a given position. The job description does not prescribe every duty the employee will be expected to perform. It describes major duties and responsibilities. Job descriptions are used primarily to establish a proper pay grade. They do not in any way limit the right of assignment.

Section 4. An employee who believes his/her position description/classification is incorrect shall be informed by the Employer of the appropriate grievance procedure upon request.

Section 5. The Employer agrees to advise the Union when there is to be a job classification (audit) and provide the union with a schedule.

Section 6. Job descriptions of Unit employees will be furnished to the Union upon request.

## ARTICLE XXV

### PERFORMANCE EVALUATION

Section 1. An employee's performance evaluation will normally be prepared by the employee's immediate supervisor.

Section 2. The immediate supervisor will discuss with the employee his/her performance evaluation prior to making it a part of the employee's record.

Section 3. The employee has a right to grieve his/her performance evaluation. In the event an employee grieves his/her performance evaluation the employee has a right to Union representation and/or assistance.

Section 4. All evaluations of performance will be made in a fair and objective manner. An employee's signature on an evaluation indicates only that the evaluation has been received, and does not necessarily indicate an employee's agreement with the evaluation.

Section 5. The Employer will counsel employees in relation to their overall performance on an as-needed basis. When a narrative recordation results from such counseling, the affected employee will be given a copy of the recordation and will have the right to make written comments concerning any disagreement with the recordation. These written comments will be attached to and become part of the recordation.

## ARTICLE XXVI

### EMPLOYEE RECOGNITION

Section 1. The Employer, through publicity, personal contact and other available means will urge supervisors to recognize employees who sustain a level of performance significantly above reasonable expectations. Supervisors will be urged to use Certificates of Achievement, Letters of Commendation, and Superior Accomplishment Recognition Awards, as appropriate .

Section 2. The Union and the Employer mutually agree that the determination of an employee's consideration for an award will be in accordance with the criteria established by applicable regulations within budgetary guidelines.

## ARTICLE XXVII

### SUGGESTION PROGRAM

Section 1. The Parties mutually agree to support and to encourage employees to participate in the task of improving the efficiency and economy of the NAFI operations through the Civilian Beneficial Suggestion Program. It is agreed that every reasonable effort will be made to process beneficial suggestions and cost-reduction ideas in an expeditious manner. It is further agreed that an employee who encounters unreasonable or unwarranted delays in receiving a final determination of the adoption or rejection of submitted beneficial suggestion or cost reduction idea should refer the matter to his immediate supervisor who will in turn make every effort to resolve the problem.

Section 2. The Employer and the Union will encourage employees to discuss prospective suggestions with their immediate supervisor, who will aid them in insuring that the suggestion is sufficiently described for evaluation.

Section 3. The Employer agrees to make suggestion forms accessible to the employees of the Unit.

Section 4. Union officials and stewards will encourage their members to participate in the Suggestion Program, and will bring to the attention of the Employer any problems or discrepancies in implementing the program.

Section 5. If an award is presented to a unit employee, it will be presented by appropriate authority in a suitable, well publicized ceremony, and a Union representative will be invited to attend.

## ARTICLE XXVIII

### CIVILIAN EMPLOYEE ASSISTANCE PROGRAM

Section 1. The Parties recognize that alcohol and drug abuse are health problems and employees having these illnesses will receive the same consideration as for other health problems. Employees are encouraged to seek assistance from the civilian Employee Assistance Program (CEAP) if they think that substance abuse is impacting on their performance and/or personal lives. The Employer, however, does not condone employee drug use or other actions contrary to law.

Section 2. Employees, at all times, are responsible for their actions. Consistent with applicable regulations, however, consideration will be given to employees who allege that their actions were brought about by illness or substance abuse.

Section 3. Employees who seek assistance from CEAP Coordinators are assured of confidentiality. All records and discussions will be handled in a confidential manner as are medical records. These records will be kept by the designated CEAP Coordinators and will not become part of the employee's official personnel folder.

Section 4. Employee participation in the Civilian Employee Assistance Program shall be voluntary. However, when an employee refuses a referral or fails to achieve satisfactory results in rehabilitation or treatment, appropriate action for work performance or conduct may be taken.

Section 5. Employment or promotion opportunities will not be jeopardized because of prior alcohol or drug abuse or by a request for counseling or referral assistance and the confidential nature of counseling or medical records of individuals who participate in the program will be preserved .

Section 6. Consistent with applicable regulations, the Union may be a participating member of the program. A Union steward may participate in training programs offered to supervisors and managers.

## ARTICLE XXIX

### DETAILS AND TEMPORARY PROMOTIONS

Section 1. A detail is the temporary assignment, for a specified period, of an employee, without any change in the employee's position or pay status, to a position other than the one to which officially assigned, to perform duties separate and distinct from those of the official position, or to perform duties and responsibilities of a contemplated unestablished position . During the period of detail, the employee remains assigned to his/her official position and his/her rights are based on the official assignment, not on the duties and responsibilities of the position to which detailed. A position is not "filled" by the detail since the detailed employee continues to be the incumbent of the position from which detailed.

Section 2. A temporary promotion will be effected when the requirements of the position are of higher grade than the employee assigned, and when the circumstances require that the position be filled for more than 30 days but less than one year. There will be no pay retroactive to the effective date of assignment. The effective date of a salary change for a temporary promotion will be 31 days after the effective date of the new assignment. The salary of an employee temporarily promoted will, be fixed at a one-step increment based on the job level from which temporarily promoted. Upon termination of the temporary promotion, the employee will revert to his/her regular grade and rate of pay as if the employee had not received the temporary promotion. If during the period of temporary promotion, a regular within-grade increase and/or a general salary adjustment becomes due, the employee will receive the within-grade increase and/or general salary adjustment of his/her regular grade upon return to that grade. An employee selected for a temporary promotion must be qualified to carry out the duties of the higher grade position.

## ARTICLE XXX

### PROMOTIONS

Section 1. When the Employer determines to fill all positions in the Unit by promotion the job descriptions will be posted on all official bulletin boards 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 the Union in specific instances. Promotional opportunity notices shall contain either the minimum qualifications standards for appointment to such positions or an indication where the minimum qualifications for appointment to such positions are available for review.

Section 2. Any employee may submit an application for promotional opportunities. Such promotions will be effected in accordance with the activity's merit promotion policy, which is consonant with the provisions of the Navy Resale Manual 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, which seeks the best qualified person for promotion, persons from outside the Unit may be selected. The Employer may elect to use other methods of selection, such as reinstatements or transfers as authorized by applicable laws or regulations. Failure to be selected for promotion when proper promotion procedures are used, that is, nonselection from among a group of properly qualified candidates, is not grievable.

Section 4. A dated copy of each posting shall be forwarded to the Union the same day the job is posted .

Section 5. If any Employee is interviewed for a panel level position, all highly qualified employees, if available, will be interviewed. Employees will be notified in advance of the date of the interview.

Section 6. All applicants for vacancies announced within the Unit will be notified as to whether they were selected for the position. Upon request, any unsuccessful candidates among the highly qualified for a position may request to see his/her application file and sanitized rating.

## ARTICLE XXXI

### REDUCTION-IN-FORCE

Section 1. The Employer will notify the Union when it is determined that a reduction-in-force is necessary. Prior to the issuance of official notice to the employees involved in a reduction-in-force action, the Employer will notify the Union of the anticipated spaces abolished, the approximate date when personnel actions will be initially effected and reasons for the reduction-in-force. The Union agrees not to divulge the contents of the plan until official notice has been issued by the Employer to the employees affected.

Section 2. In the event of a reduction-in-force, existing vacancies will be utilized to the maximum extent possible to place in continuing positions qualified employees who otherwise would be separated from the Exchange.

Section 3. It is agreed that the Union representatives may review the retention list of affected employees in accordance with applicable regulations. When specifically designated as an employee (s). representative during a reduction-in-force, and upon the employee's request, only his/her Official Personnel Folder may be reviewed under this section provided that he/she and the personnel clerk be present.

Section 4. All action taken by the Employer will be in accordance with applicable regulations.

Section 5. The Employer shall notify the Union of a pending reorganization. At this time, the Union may make its views and recommendations known concerning the reorganization for consideration in the Employer's decisions process.

## ARTICLE XXXII

### SAFETY AND HEALTH

Section 1. It is recognized that each employee has a primary responsibility for his/her own safety and health and an obligation to know and observe safety rules and practices as a measure of protection for himself/herself and others. The Employer shall make every reasonable effort to provide and maintain safe working conditions for employees. It is agreed between the parties thereto that safety is a collective effort and the responsibility of both the Employer and the employees. The Union will cooperate to that end by encouraging employees to observe all safety rules, requirements and regulations in the performance of assigned duties; promptly report to their immediate supervisors any observed unsafe practices and conditions; and if injured on the job, also report this to their immediate supervisor as soon as possible.

Section 2. The union agrees that all injuries, regardless of how minor they appear to be, will be reported in writing to supervision. Prompt and adequate emergency treatment of occupational injuries and occupational illnesses will be furnished by the physician selected by the employee; In extreme emergencies, the facilities of the Naval Air Station Oceana dispensary will be used.



Section 3. In the course of performing their regularly assigned work, employees are encouraged to report unsafe practices, equipment conditions as well as environmental conditions in their immediate area which may constitute industrial health hazards. If any unsafe or unhealthy condition is observed, the employee should report it to his/her immediate supervisor. If the safety question is not settled by the immediate supervisor, the matter may be promptly referred to the cognizant department manager for resolution . In the event resolution is not attained at that level, the employee may submit the issue to the Safety Coordinator and may be accompanied by a Union representative.

## ARTICLE XXXIII

### DISCIPLINARY ACTION

Section 1. The Parties agree that emphasis will be placed on preventing situations requiring disciplinary actions, through effective employee-management relations. It is further agreed that disciplinary actions such as oral admonition and letters of caution may effectively correct deficiencies in an employee's conduct or work performance. Disciplinary action will be taken for cause, and the employee will be notified of the appropriate procedure for grieving such action.

Section 2. Disciplinary action will be initiated only after a preliminary investigation or inquiry indicates that such action is appropriate for correcting the employee and maintaining discipline and morale.

Section 3. An employee against whom a disciplinary action is proposed is entitled to an advance written notice stating the specific reasons for the propose action, as follows:

- Oral Reprimand - No advance notice required
- Written Reprimand - Seven (7) calendar days
- Suspensions of 14 days or less - Seven (7) calendar days
- Suspensions of 15 days or more - Thirty (30) calendar days
- Downgrade for Cause - Thirty (30) calendar days
- Separation - Thirty (30) calendar days

Employees will be given seven (7) calendar days within which to reply to a seven-day advance notice and ten (10) calendar days within which to reply to a 30-day advance notice. Requests for extensions of timeframes may be considered.

Section 4. It is agreed and understood that employees may be formally disciplined by being reprimanded in writing, suspended from duty, reduced in grade or pay, or removed from employment. The Employer agrees that letters of reprimand will be removed from the employee's official personnel folder and destroyed within two years (2) years of the date that the letter is issued.

Section 5. Due weight shall be attached to factors supporting the employee's position, such as performance, conduct record, character and potential in determining the severity of the penalty. the most important aspect is the nature and seriousness of the offense.

Section 6. The Employer agrees to furnish the Union a copy of all decisions on disciplinary action, when the employee elects to be represented by the Union.

## ARTICLE XXXIV

### GRIEVANCE PROCEDURE

Section 1. The purpose of this article is to provide for a mutually acceptable method for the prompt and equitable settlement of grievances. It shall be the exclusive procedure for the parties to use for resolving grievances which fall within its coverage.

Section 2. A grievance is defined as any complaint:

- a. by a Unit employee concerning any matter relating to his/her employment
- b. by the Union concerning any matter relating to the employment of Unit employees or,
- c. by any Unit employee, the Union, or the Employer concerning:
  - (1) the effect or interpretation of a claim of breach of this Agreement, or,
  - (2) any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

Section 3. Certain matters are excluded from coverage by this Grievance Procedure and from coverage by the arbitration procedure, either because they are not grievable or arbitrable matters or because they are matters which are subject to final administrative review outside the agency under law or the regulations of the Office of Personnel Management. The following matters are subject to exclusion:

- a. any claimed violation in connection with prohibited political activity.
- b. the decision to refer an employee for fitness-for-duty examination.
- c. suspension or removal for National Security reasons.
- d. nonselection for promotion from a group of properly ranked and certified candidates.
- e. disapproval of a discretionary award.
- f. matters concerning examination, certification or appointment of candidates for Federal employment
- g. the classification of any position which does not result in the reduction in grade or pay of an employee.
- h. allegations of mismanagement

- i. an allegation or complaint of discrimination
- j. separation for failure to satisfactorily complete a trial or probationary period.
- k. Reduction-in-Force, when the basis for the grievance is for reasons other than procedural error.
- l. matters concerning retirement, life insurance, or health insurance.
- m. proposed actions

Section 4. Intermittent employees will be accorded the right to grieve adverse actions after ninety (90) days of continuous employment.

Section 5. Unit employees covered by this Agreement may present a grievance which may be adjusted with or without Union representation at the grievant's discretion. However, the Union shall have the right to have its representative present at the adjustment. This right to individual presentation does not include the right to take the matter to arbitration, unless the Union agrees to do so.

Section 6. Regardless of Union membership, employees shall not be precluded from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable law, rule, regulation or established agency policy. An employee or group of employees in the Unit may be represented only by the exclusive Union, or by a person approved by the Union, in filing a grievance under the negotiated procedure.

Section 7. Every effort will be made by management and the aggrieved party/parties to settle grievances at the lowest possible level. In as much 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, his/her performance or his/her loyalty or desirability to the organization. The Union is assured the right in its own behalf or on behalf of any employee in the Unit to present and process grievances.

Section 8. The Employer and the Union agree that when several employees have an identical grievance (where no individual variations are involved) the Employer and Union may jointly select one case for processing under the grievance procedure. The employees will be advised in writing that in processing one grievance for the group, the decision on the case selected will be binding on all other cases. Name of all employees involved in this procedure will be made a part of the record of the case selected for processing and when decision is made on the grievance, each employee will be individually notified.

Section 9. Once a grievance has been accepted for processing under this grievance procedure, failure of the party initiating the grievance to comply with any applicable time limit terminates further consideration of the grievance. Failure of the party against whom the grievance is filed to comply with any applicable processing time limit will entitle the grievant to grieve to the next step in the grievance procedure. All time limit set forth herein may be extended by mutual agreement of the parties in writing. Extensions of time will be agreed upon for justifiable reason(s).

Section 10. No representative of the Union will solicit grievances from employees. The Union agrees to discourage the filing of unsubstantiated complaints by disgruntled employees who seek Union representation.

Section 11. A reasonable amount of time will be granted an aggrieved employee to present a grievance through this grievance procedure.

Section 12. The Employer and the Union expect employees and supervisors to make a sincere effort to reconcile their differences. When such efforts fail, however, the following procedures are established for settlement of grievances:

Informal Step. Grievances must be presented within fifteen calendar days from the date the employee became aware of the action or condition causing the grievance. The grievance shall first be taken up orally by the concerned employee and/or steward with the appropriate supervisor in an attempt to settle the matter. The supervisor will render an oral decision within seven calendar days. It is expected that most problems will be resolved at this level.

Step 1. If the problem is not satisfactorily resolved at the Informal Step, the aggrieved may proceed to Step 1. The grievance must be submitted in writing to the appropriate supervisor setting forth the basis of the grievance and the corrective relief sought within seven (7) calendar days after receiving the decision at the Informal Step. The supervisor will meet with the aggrieved employee and his/her steward within seven (7) calendar days of receipt of the written grievance and shall render a decision in writing to the employee within seven (7) calendar days of completion of the meeting.

Step 2. If the problem is not satisfactorily resolved at Step 1, the aggrieved may proceed to Step 2. The grievance must be submitted in writing to the appropriate department manager within seven (7) calendar days after receiving the decision at Step 1. The appropriate department manager shall meet with the employee and his/her chief steward within seven (7) calendar days of the receipt of the written grievance and shall render a decision in writing within seven (7) calendar days of completion of the meeting.

Step 3. If the problem is not resolved at Step 2 the grievance may be submitted in writing to the Officer In Charge or designee within ten (10) calendar days of receipt of the decision at Step 2. The Officer In Charge or designee shall arrange to meet with the employee and the appropriate Union official within ten (10) calendar days of receipt of the complaint and shall render a written decision within ten (10) calendar days of completion of the meeting .

Step 4. If the problem is not resolved at Step 2, the grievance may be submitted in writing to the Commanding Officer of the installation or designee within ten (10) calendar days of receipt of the decision at Step 3. The Commanding Officer or designee shall arrange to meet with the employee and the appropriate Union official within the (10) calendar days of receipt of the complaint and shall render a written decision within ten (10) calendar days of completion of the meeting.

Step 5. If the grievance is not satisfactorily settled at Step 4, the Union or the Employer may refer the matter of arbitration no later than fifteen (15) calendar days from the date of the Step 4 decision.

Section 13. If the basis for the employee 's grievance is an action or decision of an official at or above the immediate supervisor's level, the grievance shall begin at the appropriate level where a decision can be made and the grievance resolved (decision making level in action involved)

Section 14. Employer grievances shall be filed in writing with the President of the Union. Union grievances shall be filed in writing with the Officer In Charge or designee by an elected officer of the Union. The grievance shall specify the basis for the grievance and the corrective relief sought and must be filed in writing within fifteen (15) calendar days of the date the grievant became aware of the action or condition causing the grievance. Written decisions shall be issued within 15 calendar days of receipt of the grievance.

Section 15. Grievability/arbitrability issues that develop during the grievance procedure, if not resolved, will be handled as threshold issues before an arbitrator, in the event the grievance is referred to arbitration.

## ARTICLE XXXV

### ARBITRATION

Section 1. When a matter pursued through the Negotiated Grievance Procedure is not satisfactorily resolved the grievance may be referred to arbitration upon written request of the employer or the Union. The request to invoke arbitration must be submitted within fifteen (15) calendar days of receipt of the decision completing the Negotiated Grievance Procedure. Only the parties to this Agreement may invoke arbitration.

Section 2. Within seven (7) calendar days from the date of receipt of the request to invoke arbitration, the Employer will request the Federal Mediation and Conciliation Service to provide a list of five arbitrators. Representatives of the parties will meet within seven (7) calendar days of receipt of the list of arbitrators to select on to hear the grievance. One party will strike a name from the list and then the other party will strike name. This process will be repeated until there is but one name left, who is the person who shall be requested to arbitrate the matter. A flip of the coin will decide which party strikes first.

Section 3. A transcript will be made of the hearing. A copy shall be furnished to the arbitrator and each party will be furnished a copy. Any additional copies will be paid for by the requesting party.

Section 4. The Arbitrator's fee and expenses shall be borne by the losing party, except in split decisions when it shall be borne equally by the Parties. Per diem cost of the Arbitrator's expenses shall not exceed that authorized by Joint Travel Regulations. The Employer and the Union shall share equally the expense of any mutually agreed upon services considered desirable or necessary in connection with the arbitration proceedings.

Section 5. Arbitration hearings shall be held on the Employer's premises during the regularly scheduled workweek. Employees in a duty status serving as appellants, Union representatives who have relevant role in the proceeding, or witnesses who have direct knowledge of circumstances and factors bearing on the case shall be excused from duty for the time necessary to participate in the hearing without loss of pay.

Section 6. The arbitrator shall be requested by the parties to render his award as soon as possible and if at all possible, to do it within thirty (30) calendar days after the close of the hearing.

Section 7. The arbitrator's decision shall be final and binding; however, either party may file exceptions to the arbitrator's award with the Federal Labor Relations Authority under regulations prescribed by the Authority.

Section 8. A grievance can be withdrawn or a settlement reached prior to the commencement of the Arbitration hearing. Any expenses incurred will be resolved in accordance with Section 4 of this Article.

## ARTICLE XXXVI

### UNFAIR LABOR PRACTICES

Section 1. The Employer and the Union agree that the resolution of complaints that arise under 5 USC 7116, Unfair Labor Practices (ULP) should be handled informally and between the parties. In an effort to resolve such issues, it is agreed that the informal resolution period shall consist of, as a minimum, thirty (30) calendar days.

Section 2. If no informal resolution is reached during that time, the ULP may be forwarded to the Federal Labor Relations Authority (FLRA) in accordance with applicable laws and regulations. It is recognized, however, that all time limitations prescribed in FLRA regulations concerning the filing of ULPs apply and are not otherwise affected by the informal resolution period.

Section 3. All informal complaints will be filed in writing with the Officer In Charge, Naval Air Station, Oceana or the President, NAGE, Local R4-123, or the National representative concerned.

## ARTICLE XXXVII

### FACILITIES AND EQUIPMENT

Section 1. Management will make every continuing effort to provide necessary materials and items required for the employees to perform their work as determined by the Employer. Equipment shall be properly maintained by the employees and the Employer.

Section 2. The Employer will maintain adequate lighting and cleanliness in Exchange facilities. Employees with encouragement from the Union shall strive to assist the Employer in maintaining the cleanliness of assigned work and rest areas.

Section 3. The Employer will provide a suitable private lounge in work areas where feasible with ample tables and chairs, and other necessary equipment.

Section 4. The Employer agrees to provide adequate space on employee bulletin boards located in buildings where unit employees are employed for posting of Union notices and similar informational notice of concern to the employees. The Union will be responsible for posting, removing and maintaining its assigned bulletin board space in orderly condition.

Section 5. Literature posted must not violate any law or regulation or the security of the Employer, or contain scurrilous or libelous material. All material to be posted will be sent to the Employer for approval prior to posting. Any costs of posting shall be borne by the Union.

Section 6. Office space will be made available to the Union to conduct confidential discussions with Unit members on matters directly related to working conditions or employee problems or grievances and labor/management activities. A telephone will be made available to be used by the Union for representational purposes. Availability of space and telephone for the purposes mentioned above is contingent upon facilities, operational needs, and security requirements of the Employer, in which case.

## ARTICLE XXXVIII

### CONTRACTING OUT OF BARGAINING UNIT WORK

Section 1. The Union will be notified of contracting out studies prior to the actual contracting out that may have an adverse impact, on Unit employees.

Section 2. The Employer agrees to carefully consider the views and recommendations of the Union regarding the contracting out of Unit work functions which may have an adverse impact on Unit employees.

Section 3. If a study is made pursuant to direction or by regulation for transmittal to higher headquarters on contracting out of work functions which would adversely affect Unit employees (to the extent the Employer deems appropriate,) the views and recommendations of the Union will accompany the study.

Section 4. The Union will be advised of the contracting out decision. The impact and implementation of contracting out decisions will be negotiated at request of the Union

## ARTICLE XXXIX

### MISCELLANEOUS AND GENERAL PROVISIONS

Section 1. The Employer will provide to the Union one copy of any changes to the Navy Resale Manual, Chapter 3.

Section 2. The Union will be granted one member on the following committees affecting Unit employees:

- a. Equal Employment Opportunity
- b. Safety
- c. Fraud, Waste and Abuse

Section 3. The Employer will furnish coveralls for all dirty work and all safety equipment where necessary.

Section 4. The Employer will provide each employee a copy of the Negotiated Agreement once it has been approved. The Employer will furnish each new or rehired employee a copy of this Agreement when being indoctrinated. New employees, as part of their orientation, will be advised of the bargaining unit and will be given the name of the steward assigned to his/her work area.

Section 5. The cost of printing the Agreement will be borne by the Employer.

## ARTICLE XXXX

### DURATION AND AMENDMENTS

Section 1. This Agreement shall remain in full force and effect for a period of three years from the date of approval by the Secretary of the Navy, unless it is determined that the Union is no longer entitled to exclusive recognition under the "statute." This Agreement may be renewed or extended automatically for a three year period if neither party requests renegotiations and takes effect after approval by secretary of the Navy in accordance with the "Statute."

Section 2. Should one of the parties choose not to extend the Agreement but rather renegotiate a new agreement, the following shall apply:

a. No earlier than 105 nor less than 60 days prior to the scheduled expiration date of this Agreement, the party wishing to renegotiate the Agreement shall inform the other party of its desire to do so.

b. The party desiring to renegotiate the Agreement (moving party) shall provide two copies of its proposed contract along with its request to renegotiate to the responding party.

c. The party receiving the request to renegotiate normally will submit counterproposals/ proposals to the moving party within 30 days of the receipt of the request to renegotiate.

d. The parties will normally meet to begin negotiations at a mutually convenient time but within 30 days of the receipt of the counterproposals submitted by the responding party.

Section 3. This Agreement, except for its duration period as specified in Section 1 of this Article, is subject to opening only as follows:

a. Amendments may be required because of changes made in the applicable laws or Executive Orders after the effective date of this Agreement. In such event, the Employer will



advise the Union and give it the opportunity to negotiate on the required changes. The parties will meet as soon as practicable for the purpose of negotiating such language as will meet the

new requirements. Such amendment (s) as agreed to will be duly executed by the parties and become effective on a date or dates agreed to as being appropriate under the circumstances. If the Union does not make a timely request to renegotiate, the Employer will implement the required change.

b. This Agreement may be opened for amendment by either party once at the end of each 18 month period beginning with the effective date of this Agreement or at any time by mutual consent of the parties. Requests for amendment (s) must be in writing and include a summary of the subject matter. The parties shall meet within a reasonable time after receipt of such request to discuss the matters involved. If the parties agree that opening is warranted, they shall proceed to negotiate amendments as appropriate. No changes shall be considered except those bearing directly on the subject matters agreed to. Such amendment (s) or as agreed to will be duly executed by the parties .

Section 4. No agreement, alteration, understanding, variation, waiver, or modification of any terms or conditions contained herein shall be made unless such agreement is made and executed In writing between the parties hereto and the same has been approved by the Secretary of the Navy .

Section 5. When awaiting or in the process of renegotiating this Agreement and the parties are unable to complete renegotiation by the termination date of the Agreement as the result of negotiation pending third party proceedings involving a negotiability dispute, a negotiation impasse, or a question or representation involving employees in the Unit, this Agreement shall be continued until resolution of the dispute or issue.

**HOLIDAY OBSERVANCE CHART**

COLUMN 1		COLUMN 2						
Holiday falls on one of the below non workdays.		Workday for Holiday Observance						
		Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday
<b>A</b>	<b>B</b>							
<b>FRI</b>	<b>SAT</b>			B				A
<b>FRI</b>	<b>SUN</b>				B			A
<b>FRI</b>	<b>MON</b>					B		A
<b>FRI</b>	<b>TUES</b>						B	A
<b>FRI</b>	<b>WED</b>							A,B
<b>FRI</b>	<b>THURS</b>		B				A	
<b>SAT</b>	<b>SUN</b>	A			B			
<b>SAT</b>	<b>MON</b>	A				B		
<b>SAT</b>	<b>TUES</b>	A					B	
<b>SAT</b>	<b>WED</b>	A						B
<b>SAT</b>	<b>THURS</b>	A,B						
<b>SUN</b>	<b>MON</b>		B			A		
<b>SUN</b>	<b>TUES</b>				A,B			
<b>SUN</b>	<b>WED</b>				A	B		
<b>SUN</b>	<b>THURS</b>				A		B	
<b>MON</b>	<b>TUES</b>			A			B	
<b>MON</b>	<b>WED</b>			A				B
<b>MON</b>	<b>THURS</b>	B		A				
<b>TUES</b>	<b>WED</b>				A			B
<b>TUES</b>	<b>THURS</b>	B			A			
<b>WED</b>	<b>THURS</b>	B				A		

In Witness whereof the Parties here to have executed this Agreement on the 13<sup>TH</sup> day of February 1990

For the National Association  
of Government Employees,  
Local R4-123

For the Navy Exchanges,  
Naval Air Station,  
Ocean, VA and Fleet  
Combat Training Center  
Atlantic, Dam Neck  
Virginia Beach, VA

\_\_\_\_\_  
Officer In Charge

\_\_\_\_\_  
Chief Negotiator

\_\_\_\_\_  
Chief Negotiator

\_\_\_\_\_  
Acting Local President

\_\_\_\_\_  
Personnel Norfolk  
FSO Norfolk

\_\_\_\_\_  
Chief Steward  
NEX FCTC, Dam Neck

\_\_\_\_\_  
Personnel Assistant  
NEX NAS Oceana

\_\_\_\_\_  
Union Representative

\_\_\_\_\_  
Retail Operations Manager  
NEX NAS Oceana

\_\_\_\_\_  
Union Representative

\_\_\_\_\_  
Branch Exchange Manager  
NEX, FCTC, Dam Neck

Reviewed and approved by the Secretary of the Navy on \_\_\_\_\_ to be effective \_\_\_\_\_