

AGREEMENT

BETWEEN

NAVY EXCHANGE, SERVICE CENTER, JACKSONVILLE, FL  
NAVY EXCHANGE, NAVAL STATION, MAYPORT, FL  
NAVY EXCHANGE, NAVAL AIR STATION, JACKSONVILLE, FL  
NAVY EXCHANGE, NAVAL AIR STATION, CECIL FIELD, FL

AND

NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES (NAGE)

LOCAL R5-82

RENEWED FOR 3 YEAR PERIOD

ON

29 JANUARY 1998

# COLLECTIVE BARGAINING AGREEMENT

## PREAMBLE

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## PREAMBLE

In accordance with the provisions of Chapter 71 of Title 5 of the U.S. Code, this Agreement is made by and between the Navy Exchange, Naval Air Station, Jacksonville, FL; Navy Exchange, Naval Air Station, Cecil Field, FL; Navy Exchange, Naval Station, Mayport, FL; Navy Exchange, Naval Air Station, Atlanta, GA; and Navy Exchange Service Center, Jacksonville, FL, hereinafter referred to as the "Employer" and Local RS-82, National Association of Government Employees, AFL-CIO, hereafter referred to as the "Union". Collectively, the Employer and the Union will be recognized as the Parties to this agreement.

The purpose of this Agreement is to promote and improve the efficient administration of the Federal service and the morale of the employees within the intent and meaning of the Civil Service Reform Act of 1978 to establish and maintain a constructive and cooperative relationship between the parties, to provide the employees of the Navy Exchanges an opportunity to participate in the formulation and implementation of personnel policies and practices affecting the conditions of their employment, and to stimulate and develop a loyal and efficient workforce. This negotiated Agreement, and such supplemental agreements or amendments, as may be entered into in the future, together constitute a collective bargaining Agreement between the Employer and the Union.

WITNESSETH

In accordance with the provisions of the Civil Service Reform Act of 1978 (hereinafter referred to as the statute) and in consideration of the mutual covenants herein set forth,

WHEREAS,

1. Experience indicates that the statutory protection of the right of employees to organize bargain collectively, and participate through labor organizations of their own choosing in decisions which affect them:

- a. safeguards the public interest,
- b. contributes to the effective conduct of public business,

and

c. facilitates and encourages the amicable settlement of disputes between employees and their Employer involving conditions of employment.

2. The public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices; to facilitate and improve employee performance and the efficient accomplishment of the operations of the Government; and the provisions of this Agreement should be interpreted in a manner consistent with the requirements of an effective and efficient Government.

NOW THEREFORE, the parties hereto agree as follows.

## ARTICLE I

### RECOGNITION AND UNIT DESIGNATION

Section 1. The Employer recognizes the Union as the exclusive representative of all employees in the units defined in Section 2 of this Article. The recognition shall continue as long as the Union actively represents the interests of employees in the unit and continues to qualify for recognition under the Statute provisions for exclusive recognition.

Section 2. This agreement is a multi-unit agreement and applies to the following five (5 ) units.

#### UNIT 1

Included: All employees of the United States Navy Exchange, Naval Air Station, Jacksonville, Florida.

Excluded: Professional employees, management officials, employees engaged in Federal personnel work in other than a purely clerical capacity, store detectives and guards and supervisors as defined in Executive Order 11491, as amended.

#### UNIT 2

Included: All employees of the United States Navy Exchange, Naval Air Station, Cecil Field, Florida,

Excluded: Professional employees, management officials, employees engaged in Federal personnel work in other than a purely clerical capacity, store detectives and guards and supervisors as defined in Executive Order 11491, as amended,

#### UNIT 3

Included: All employees of the United States Navy Exchange, Naval Station, Mayport, Florida.

Excluded: Professional employees, management officials, employees engaged in Federal personnel work in other than a purely clerical capacity, store detectives and guards and supervisors as defined in Executive Order 11491, as amended,

#### UNIT 4

Included: All NAFI employees of the Navy Exchange Service Center at Naval Air Station, Jacksonville, Florida.

Excluded: All professional employees; management official; supervisors and employees described in 5 USC 7112 (b)(2),(3), (4), (6), and (7).

## UNIT 5

Included: All NAFI employees of the United States Navy Exchange, Naval Air Station Atlanta, Marietta, Georgia.

Excluded: All professional employees; supervisors and employees; management officials; supervisors and employees described in 5 USC 7112(b) (2), (3), (4), (6) , and (7) .

## ARTICLE II

### PROVISIONS OF LAWS AND REGULATIONS

Section 1. It is agreed and understood that in the administration of all matters covered by this agreement, the Employer and the Union are governed by existing laws and regulations of appropriate authorities, including policies set forth in applicable SECNAV Instructions; and by published agency policies and regulations in existence at the time this agreement was approved.

## ARTICLE III

### RIGHTS OF EMPLOYEES

Section 1. Employees have the right to form, join or assist the Union, or to refrain from any such activity, freely, and without fear of penalty or reprisal, and each employee shall be protected in the exercise of this right. Except as otherwise provided under Chapter VII of the Civil Service Reform Act of 1978, such rights include:

a. Acting for a Union in the right, in that capacity of representative and the right, in that capacity to present the views of the Union officials heads of agencies and other the Government, the Congress or other appropriate authority.

Section 2. Employees have the right to be represented by an attorney or by a representative, of their choice, in any statutory appeal or matter outside the coverage of the negotiated agreement, provided the representative's position would not result in a conflict or apparent conflict of interest or otherwise be incompatible with law or the official duties of the employee. In matters covered by the negotiated grievance procedure, the employee may only represent himself/herself or be represented by the Union.

Section 3. Nothing in this agreement or in any amendment will preclude any unit employee from bringing matters of personal concern to the attention of appropriate officials in accordance with regulations and established policies.

Section 4. Nothing in this 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 deduction.

Section 5. Right to Representation at Investigatory Interviews. The Union shall be given the opportunity to be represented at any examination of an employee in the bargaining 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.

c. The Employer shall annually inform unit employees of their rights as described above.

Section 6. An employee has the right to confer with the Union during duty hours concerning grievances, complaints, appeals or other appropriate matters. An employee desiring to confer with a Union representative will make the request for time to his/her immediate supervisor prior to leaving his/her work area. Such absences from the work area will be limited to reasonable amount (s) sufficient in duration to conduct discussions and/or actions deemed necessary.

Section 7. The Employer agrees that all employees should be treated in a fair and equitable manner.

Section 8. Employees will be apprised periodically on rules and regulations.

Section 9. Upon request, an employee and/or a union representative designated by the employee will be permitted to review the Employer's records and files relevant to the employee.

Section 10. It shall be agreed that donations to fund drives and purchases of bonds shall be on a voluntary basis.



## ARTICLE IV

### RIGHTS OF THE EMPLOYER

Section 1. Subject to Section (2) of this Article, the Employer retains the right -

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

b. In accordance with applicable laws -

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

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

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

(a) among properly qualified candidates or

(b) any other appropriate source; and

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

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

a. at the election of the Employer, on the numbers, types and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;

b. procedures which management officials will observe in exercising any authority under this Article; or

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

## ARTICLE V

### RIGHTS OF THE UNION

Section 1. The Union has the exclusive right to represent all employees in the unit in consultations or negotiations with the Employer regarding terms of employment and work conditions.

Section 2. The represented Union shall be given the opportunity to be any formal discussion between one or more of the Employer and one or more employees in the representatives concerning any grievance or personnel policy practices or other general condition of employment.

Section 3. Union shall be given the opportunity to be represented 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 results in disciplinary action against the employee; and
- b. The employee requests representation.
- c. The Employer shall annually inform the employees of their rights.

Section 4. All new employees shall at time of appointment be informed by the Employer that NAGE Local RS-82 is the exclusive representative of employees in the unit.

Section 5. The union will be notified in advance of new employee orientation sessions and will be permitted to have a representative attend.

Section 6. The Employer will meet with the Union in a timely manner to resolve grievances, appeals, Unfair Labor Practices and problems related to the administration of this Agreement.

Section 7. Consultation will be held at the request of either party. Items to be discussed will be provided in advance of the meetings. However, items not submitted may be discussed by the parties. Such meetings will be held between the Commanding Officer/Officer in Charge and/or their representative and the Union President and/or their representative. Such meetings will be held within one work day of the request, if practicable, and will be accomplished during normal work hours . Meetings between the CO/OIC and the Union President or their designees will be established on an as needed basis. The Union and the Employer may each be accompanied by no more than two representatives. Such meetings shall serve to provide the Employer and the Union an opportunity to develop an understanding of problems relating to labor management relations.

## ARTICLE VI

### UNION REPRESENTATION

Section 1. The Employer agrees to recognize the officers, chief stewards, and stewards of the Union and shall be kept advised in writing by the Union of the names of its officers and stewards.

Section 2. The Employer will contact the local Union President on matters concerning policies, practices, and conditions of employment. The union should contact the co NEXCEN/Officer in Charge.

Section 3. Union representatives shall be permitted reasonable duty time for representational purposes such as conferring with employees, grievances, consultation and negotiations, and other matters related to conditions of employment. Prior to leaving their assigned duties, representatives shall first obtain the permission of their supervisor or next higher level supervisor available and the supervisor available of the employee they wish to contact. Permission will be granted except in work exigencies. The representative will notify the supervisor upon return to the work area. In the event permission to leave cannot be granted when requested, the supervisor will inform the representative as to the reason for denial and advise as to when the representative can reasonably expect to be able to obtain time for representational purposes. Normally, there would not be a delay of longer than one work shift. A private area will be suggested by the supervisor for a representative to meet with an employee (s). Stewards will maintain records of their time spent on representational duties.

Section 4. The Union agrees to assign at least one steward for each unit. Stewards will be assigned areas, and will normally handle matters in their assigned areas. Stewards will normally handle matters through the department manager's level, and the Union President will generally handle contacts with the NEXCEN Commanding Officer/Officer in Charge or his/her designated representative.

Section 5. Solicitations of membership and activities concerned with the internal management of the Union such as the collection of dues, membership meetings, campaigns for offices, conduct of elections and distribution of literature shall be conducted during the nonworking hours of the employees concerned. For purposes of this Section, nonwork time is defined as before or after duty hours or authorized rest periods and lunch periods.

Section 6. The Union President and/or the NEXCEN Commanding Officer/Officer in Charge can request a meeting of the parties at anytime. The requesting party will provide an agenda on the issues to be discussed. Upon request, the Employer agrees to meet with authorized nonemployee representatives during normal working hours and discuss issues under the terms of this Agreement. An agenda for such meetings will be established by the party requesting the meeting. Nonemployee Union representatives or officials shall contact the NEXCEN Commanding Officer/Officer in Charge or their designee prior to arrival at the Navy Exchange Service Center/Navy Exchange. Visits to an activity by Union officials and representatives shall be governed by applicable security requirements of the Command.

Section 7. Space on official bulletin boards at each activity shall be made available for use by the Union. Space provided will be sufficient to accommodate two (2) 8 1/2 x 14" size documents. Information posted by the Union will not violate any law, regulation or contain libelous material. The Union will be solely responsible for all posted material in terms of accuracy and adherence to ethical standards, will maintain its designated bulletin board space in a neat and orderly manner, and will insure that material is kept current.

Section 8. Representatives of the Union will be authorized reasonable access to telephones of the Employer, as needed in the conduct of authorized representational activities.

## ARTICLE VII

### NEGOTIATIONS

Section 1. It is agreed that the Employer shall negotiate with the Union on all appropriate matters .

Section 2. Definition of Terms:

a. Consultation as used in this agreement is understood to mean a meeting to discuss and/or inform the other party of matters of mutual interest and concern. Consultation does not mean negotiation. The Employer will consider views of the Union on matters of mutual interest and concern.

b. Negotiation is defined as collective bargaining between the Employer and the Union with the objective of reaching formal written agreement with respect to personnel policies and practices and matters affecting working conditions, so far as may be appropriate under applicable laws, regulations and published policies.

Section 3. The Union will be notified when the Employer proposes to implement a change in existing personnel policies and practices of unit employees. If the Employer proposes to implement a significant change of a continuing nature in existing personnel policies and practices of unit employees, the notification will be in writing. The Union will have a minimum of fifteen calendar days to submit a request to negotiate. The parties shall consult and/or negotiate on appropriate matters within a reasonable period of time. The Union will submit any written proposal to negotiate to the CO NEXCEN/Officer in Charge. All requests for negotiations will be accompanied by a copy of the specific proposal desired by the Union.

Section 4. 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 and/or negotiations in an effort to find mutually satisfactory solutions to matters related to policies, practices, procedures and conditions of employment not covered by this Agreement.

## ARTICLE VIII

### BASIC WORKWEEK AND HOURS OF WORK

Section 1. The administrative workweek is established as the seven-day calendar week beginning at 0001 Friday and ending at 2400 Thursday.

Section 2. The basic workweek for employees will not exceed 40 hours, exclusive of mealtimes. To the extent possible, employees will be assigned to a 5 consecutive workday schedule with 2 consecutive days off. The Employer agrees to notify individual employees at least 6 days in advance of any change to their basic work schedule. In an emergency, the basic work schedule may be changed provided the change is made prior to the start of the administrative workweek.

Section 3. Employees are categorized as follows:

a. Regular Full-Time (RFT). Employees hired for continuing positions and who have a regularly scheduled workweek of 35 hours or more.

b. Regular Part-Time (RPT). Employees hired for continuing positions from a minimum of 20 hours per week but less than 35 hours per week on a regularly scheduled basis. However to the maximum extent practicable, regular part-time employees will work a minimum of 25 hours per week.

c. Temporary Full-Time. Those employees who are employed 35 hours or more per week for a period not to exceed 6 months in a continuing pay status in the same local NAFI.

d. Temporary Part-Time. Those employees employed for a minimum of 20 hours per week but for less than 35 hours per week for period not to exceed 6 months in a continuing pay status in the same local NAFI.

e. Intermittent Employees.

(1) Normally intermittent on call employees are used to cover special events, emergencies, unexpected workloads, vacation relief, and other similar situations. These employees are not on a regular scheduled workweek and usually work less than 35 hours a week. Their employment is on a recurring basis, but only when needed.

(2) Intermittent regular schedule employees work 19.5 hours a week or less with a regular schedule.

(3) It may be necessary to request an intermittent employee to work on a regular scheduled basis for either more than 35 hours in a workweek, or for 20 or more hours but less than 35 hours in a workweek. In such cases, the category of the employee need not be changed to full-time or part-time. However, if the employee is retained on a regular scheduled basis for more than 90 consecutive calendar days, the Employer will review at the end of the 90 days, to

determine the reason for working the extra hours. If there is a continuing need, the category should be changed to probationary regular full-time or part-time. The time spent as an intermittent employee in a same or similar job will be considered as part of the probationary period. The Employer will not use Variable Schedule employees as authorized by SECNAVINST 5300.22B or DOD 1401.1-M.

(4) Intermittent employees are further categorized for pay purposes as:

1. Those with a prearranged, regular scheduled tour of duty. Such employees are eligible for normal step increases in accordance with FPM Supplement 532-2, paragraph 5b (l) (a).

2. Those without a prearranged, regularly scheduled tour of duty (on call). Such employees accumulate time-for-step increases on the basis of number of days actually worked as specified in FPM SUPP 532-2 paragraph 58-SB (l) (b).

f. Probationary. An employee who has completed less than 181 calendar days of employment.

Section 4. Rest periods during the normal hours of work will be granted by supervisors to employees. The supervisor will schedule the rest periods for a specific period and are governed by the following requirements:

a. The rest period is not to be an extension of scheduled lunch periods under any circumstances nor scheduled for time which would allow for late arrival or early departure at the beginning of or end of the work hours of the employee. Employees who work six or more hours in a workday shall receive two (2) fifteen (15) minutes rest periods during their regularly scheduled tour of duty. Employees who work at least three (3) hours but less than six (6) in a workday shall receive one (1) fifteen (15) minute rest period during their regularly scheduled tour of duty. Employees who work less than (3) hours in a workday are not entitled to a rest period. Rest periods will not be given during the first hour or the last hour of work.

Section 5. Lunch Periods. A lunch period of at least 30 minutes shall be allowed each employee when working 6 hours or more and will not be considered as time worked. Lunch will not be scheduled the first hour nor the last hour worked, and will be scheduled approximately half way through the workday schedule. Lunch periods shall be the employees own time to use as he/she desires.

Section 6. Adequate time will be allowed prior to meal periods and at end of day for wash-up, returning tools or equipment to work areas and cleaning of work areas.

Section 7. All employees will receive a minimum of two (2) hours pay when they are required to report to work.

## ARTICLE IX

### OVERTIME

Section 1. Overtime is defined as time worked by nonexempt employees in excess of 40 hours in any one workweek or more than eight (8) hours during a workday. Employees qualifying for overtime will have their time computed in accordance with applicable law at one and one half (1-1/2) times the regular rate of pay. Compensatory time off will not be authorized for nonexempt employees except for religious observance.

Section 2. The Employer agrees to provide employees with the following minimum notice of overtime assignments:

- a. As much notice as possible in overtime resulting by a declared emergency by the Commanding Officer/Officer in Charge, or when circumstances beyond management's control or the need to protect life or property prevents advance notice;
- b. Two (2) to four (4) hours notice for overtime which is outside the regularly scheduled workhours.
- c. Twenty-four (24) hours notice for overtime which is outside the basic workweek.
- d. Forty-eight (48) hours notice for overtime which is on an employee's scheduled holiday.

Section 3. The Employer agrees that overtime assignments will normally be made from volunteers. In the absence of qualified volunteers, overtime assignments will be distributed equitably.

Section 4. When an employee is called back to work, any unscheduled overtime work performed will be considered at least two hours in duration for overtime pay purposes. during overtime will be granted as provided in the Basic Workweek and Hours of Work article.

Section 5. Additional breaks during overtime will be granted as provided in the Basic Workweek and Hours of Work article.

## ARTICLE X

### HOLIDAYS

Section 1. All RFT/RPT employees shall receive holiday pay. Temporary and intermittent employees shall receive holiday pay in accordance with applicable regulations (SECNAVINST, Navy Exchange Manual).

Section 2. Employees shall receive pay for their regular scheduled hours at their regular hourly pay rate not to exceed 8-hours, on all days defined as holidays that they are not required to work.

Section 3. Employees assigned to regularly scheduled 2<sup>nd</sup> or 3<sup>rd</sup> shift work are entitled to differential pay in accordance with applicable regulations on all days designated as holidays on which they are not required to work consistent with applicable laws and regulations.

Section 4. All employees working on holidays will be paid for hours worked plus for normally scheduled hours.

Section 5. Federal Holidays will be observed as nonwork days except those employees required to carry out the mission of the Employer.

Section 6. The legal holidays are:

NEW YEAR'S DAY

MARTIN LUTHER KING DAY

WASHINGTON' S BIRTHDAY

MEMORIAL DAY

INDEPENDENCE DAY

LABOR DAY

COLUMBUS DAY

VETERANS DAY

THANKSGIVING DAY

CHRISTMAS DAY

Section 7. Hours paid for a holiday will be credited as hours worked in completing the administrative workweek.



## ARTICLE XI

### ANNUAL LEAVE

Section 1. Employees shall earn and be granted annual - leave in accordance with applicable regulations and this agreement. The minimum charge to annual leave is one hour.

Section 2. Annual Leave Accrual Rates. Annual leave will accrue to regular full-time and regular part-time employees while in a pay status, excluding overtime hours worked in excess of 40 hours during the basic workweek. Employees who are receiving benefits under the Longshoremen's and Harbor Worker's Compensation Act and who are carried on the rolls of the employing NAFI in a leave without pay status do not accrue annual leave.

a. Employees with less than years of service will accrue 5 percent of the total hours in the basic workweek .

b. Employees with 3 years but less than 15 years of service will accrue 7.5 percent of the total hours in the basic workweek, except for the final biweekly period of the leave year when it will accrue at the rate of 12.5 percent of the total hours in the basic workweek.

c. Employees with more than 15 years of service will accrue 10 percent of the total hours in the basic workweek.

Section 3. The Employer will grant annual leave when the work load permits and, whenever possible, at the convenience of the employee. The Employer should consider using other available employees to accomplish the workload requirements in attempting to accommodate the request.

Section 4. It is agreed that the granting of annual leave will not be restricted to the extent that earned leave is forfeited by an employee. The Employer will encourage employees to schedule annual leave throughout the year, workload permitting.

Section 5. An employee unable to report for duty because of a personal emergency must request emergency annual leave from the Employer in that respective department by calling or reporting, by fellow employee or by family member, no later than 30 minutes after the start of his/her regularly scheduled work shift except where unusual circumstances preclude such notification. When possible, the employee will call in before the start of the shift to allow the Employer to get a replacement.

Section 6. An annual leave vacation schedule for periods of more than one week may be scheduled on a yearly basis. Employees will be provided the opportunity to submit their request for vacation leave on Form SS/241, to their supervisor by 15 April. Supervisors will return the SS/241 either approving or disapproving the leave by 15 May. In the event of a conflict in vacation leave scheduling among employees, the senior employee based on length of nonappropriated fund service by job title in that work area will be given first choice, unless precluded by unforeseen circumstances. Conflicts between employees that result because of a

personal hardship will be resolved by the affected employees. If the affected employees cannot resolve the issue; the seniority rule will apply. Upon an employee's request, the supervisor may change the schedule providing it will not affect the choice of another employee, unless that employee agrees to a change.

Section 7. Employee leave requests will be answered promptly. Employees should be informed of approval or disapproval of annual leave requests within 48 hours of the request. In no event, will the decision be delayed beyond two (2) weeks.

Section 8. The Employer and the Union recognize the importance of using leave and employees should not carry over more than 240 hours from one year to another.

## ARTICLE XII

### SICK LEAVE

Section 1. Employees will accrue sick leave in accordance with 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 or carry over upon retirement.

#### Section 2. Sick Leave Credit Accruals

a. Sick leave credits will accrue at the rate of 5 percent of the total basic workweek hours in a pay status and will be credited from the date of appointment to regular full-time or regular part-time status.

b. Sick leave credits including those accrued while on annual or sick leave, are credited to the employee's account at the end of the pay period in which accrued.

Section 3. Sick leave, if accrued, subject to the provisions of this article, shall be granted to employees when they are incapacitated for the performance of duty by sickness, injury or pregnancy and confinement, receiving medical, dental or optical examinations or treatment or the employee's presence would jeopardize the health of others at his/her post of duty because of exposure to a contagious disease. Sick leave for receiving medical, dental or optical examination or treatment will normally be requested in advance of such appointments. Employees not reporting for work because of incapacitation for duty shall furnish notice to the supervisor, or the supervisor's designee, by telephone or other appropriate means as soon as possible prior to the start of the employee's shift but not later than 30 minutes after the start of the duty day except where unusual circumstances preclude such notification. When any absence due to illness extends from one workweek to another, the employee will notify his/her supervisor on the first workday of each week until return to duty.

Section 4. Unless submitted prior to absence, employees will submit an Absence Record, SS241, to their supervisor immediately upon return to work. The minimum charge to sick leave for any one period of absence in one (1) hour.

Section 5. Medical certification is not required for absences of 3 consecutive workdays except where an employee is under a letter of instruction relating to sick leave, or there is reasonable cause to believe the employee was not incapacitated (such as the employee's earlier request for annual leave has been denied and the employee calls to get sick leave approved, and the employee was informed at the time of reporting of the certification requirement). It is agreed that official written notice of suspected abuse of sick leave will not be issued when the absences have been supported by acceptable doctor's certificates. The Employer should refrain from calling the physician/assistant regarding the reason for absence.

Section 6. Sick leave, if available, shall continue to be granted to employees when they are incapacitated from the performance of their duties by bona fide illness or injury in other circumstances as set forth in applicable regulations. Leave without pay may be requested for periods of illness without the necessity for exhausting sick or annual leave.

Section 7. Employees will retain seniority and other benefits when they take maternity leave in accordance with applicable laws and regulations. It is agreed that employees will report pregnancy as soon as it is known so that steps can be taken to protect her health or improve her working conditions, and so that necessary staffing adjustments may be planned. Further, the employee will make known in advance her intent to request leave for maternity reasons, including the type of leave, approximate dates and anticipated duration.

Section 8. Any employee sustaining an incapacitating injury on the Job will be furnished transportation to doctor, hospital, or home by the Navy Exchange, at Navy Exchange expense, if the employee desires. Any employee taken to the NRMC for emergency injury on the job treatment will have their expenses paid for by the Navy Exchange, unless a military dependent.

Section 9. The Employer agrees that if after consulting his/her physician and with medical certification, the employee requires modification of his/her work duties because of an illness or injury, the employee may be re-assigned to other available work for which he/she is capable of performing, subject to job availability and possible job reclassification if over an extended period of time. The head of the local NAFI may request medical certification on the nature of the limitations.

Section 10. An employee eligible for sick leave allowance may be advanced sick leave with pay after exhausting all current leave allowance including annual leave. Prior approval of NEXCOM is required. Request for special consideration to advance sick leave with pay will be in accordance with current regulations. If granted, the advance will be repaid from future employee accruals. Advanced sick leave will not exceed 240 hours, (30 days).

## ARTICLE XIII

### ADMINISTRATIVE LEAVE

Section 1. All regular full-time and regular part-time employees are entitled to administrative leave. Administrative leave will be approved for the reasons set out in Section 2 below and may be approved for other reasons. Administrative leave is treated as time worked for all purposes except that the employee is excused from regularly assigned duties.

Section 2. Administrative leave will be granted to employees in connection with:

a. Brief periods of absence or tardiness due to circumstances beyond the employee's control (this applies to temporary and intermittent employees).

b. Blood donations for which the employee is not paid. A maximum of four (4) hours may be granted.

c. Registration with or required appearance before the employee's draft board when work schedule precludes registration during normal duty hours.

d. 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

e. Serving on a jury or as a witness. Employees will receive their regular pay for such time off, or will retain the court fees received from the court, whichever is the greater amount. If the court fees are the lesser amount, such fees, exclusive of transportation, will be turned over to the activity by the employee immediately upon receipt from the court.

f. Religious services conducted on the host installation for which the host command authorizes administrative leave (excused absence). Operational requirements permitting, up to two (2) hours shall be granted by the exchange manager.

## ARTICLE XIV

### OTHER LEAVE

Section 1. In accordance with DOD 1401.1-M and the Navy Exchange Manual, eligible employees may request and use Military Leave, Maternity Leave and Paternity Leave.

## ARTICLE XV

### ADVERSE WEATHER AND EMERGENCY CONDITIONS

Section 1. When the Employer decides during duty hours to release employees because of adverse conditions, employees will be notified as promptly as possible through their respective supervisors and placed on administrative leave.

a. When the Employer decides during working hours that activities must be curtailed due to inclement weather, acts of God, military necessity, or other events beyond the Employer's control, employees considered essential will be required to remain on duty and may be reassigned to another branch within the exchange. All other employees on duty will be administratively excused without charge to leave or loss of pay for the balance of that workday. When administrative excusal is authorized at the beginning of the shift, all nonessential employees will be excused without charge to leave for that portion of the shift or for the scheduled work hours during the 24-hour notice period. An employee already on approved annual or sick leave at the time the activity is closed will not be placed on administrative leave for any period covered by the previously approved annual or sick leave.

b. The Employer will consult with the Command on the severity of conditions and the requirement to maintain certain services within its mission. When the host Command releases its personnel due to adverse weather conditions, the Employer will take reasonable steps to insure the safety and well-being of its employees. The Union President will be kept informed by the Employer of curtailment of the operation when the host Command releases personnel .

c. All employees are required to report for duty unless they are notified of the curtailment of operations. The primary means of notification will be selected radio/television station announcements. Telephone contacts will be used as a back-up notification. All employees are responsible for listening to the selected stations prior to normal reporting time for instructions,

d. Employees requested to report for duty shall make reasonable effort to report for duty. If they are unable to report as requested, they will be granted administrative leave depending on the circumstances of their absence.

## ARTICLE XVI

### WAGE SURVEYS

Section 1. Wage surveys will be conducted in accordance with the provisions of Public Law 92-392 (Henderson-McGee Bill) and as implemented by directives of the Office of Personnel Management, the Department of Defense, and the Department of Defense Nonappropriated Fund and Wage Fixing Authority.

Section 2. Full scale surveys, as currently required by Public Law 92-392, will be conducted every two years and an interim survey will be conducted in the year following the full scale survey.

a. The Union will be entitled to one-half of the data collectors from among local nonappropriated fund employees to serve as data collectors in collecting local wage data.

b. The Employer agrees to provide official duty time to Union appointees who serve as a member and alternate, respectively, on the local wage survey committee.

c. The Employer agrees that any unit employee requested to participate in an area wage survey shall suffer no loss in pay nor loss of leave during official and authorized participation in any such survey.

Section 3. The Employer and the Union will mutually exchange information on wage surveys as it becomes available.

Section 4. To the extent consistent with appropriate regulation the Union and the Employer will participate in locality wage surveys .

Section 5. The Employer acknowledges the right of the Union to bring matters of concern over wage surveys to the attention of the Employer at any time.

Section 6. Bargaining unit employees will be paid in accordance with the wage schedules resulting from locality wage surveys.

Section 7. It is agreed that no employee will lose an opportunity for a step advancement as surveys.

## ARTICLE XVII

### TEMPORARY DUTY TRAVEL

Section 1. The Employer may require employees to travel on temporary duty under the conditions prescribed in applicable laws and regulations.

Section 2. Issuance of travel orders, advance of travel pay and payment of per diem and travel allowances shall be in accordance with applicable laws and regulations.

Section 3. Except under unusual circumstances, the Employer shall issue travel orders, when required, sufficiently in advance to permit employees to arrange transportation and to draw advanced travel pay during working hours prior to the scheduled day of departure.

Section 4. Scheduling TDY:

a. TDY, under the specific control and authority of the Employer, shall be scheduled to provide for the employee to travel during the normal workweek consistent with the mission of the Employer.

b. When on TDY status, an employee will be on overtime for work performed outside regular duty hours.

c. The Employer agrees that an employee on TDY a destination after 2400 hours of the day of travel, or has traveled over ten (10) hours, he/she will be given eight (8) hours rest without charge to leave, from the time they checked into lodging before reporting to the directed place of duty.

Section 5. Every effort will be made to schedule such travel during the normal regularly scheduled work period.

## ARTICLE XVIII

### UNION TRAINING SESSIONS

Section 1. Ordinarily not more than eight (8) hours of paid time within a calendar year for each Steward, Chief Steward, and Officer will be granted to attend Union-sponsored training, when at least fourteen (14) days advance notice has been provided and the training concerns the administration of this agreement and/or representation pursuant to the statute.

Section 2. If available, the Employer will provide, upon request from the Union, a meeting place of ample capacity to conduct Union training sessions, including film presentation.

## ARTICLE XIX

### USE OF FACILITIES

Section 1. The Union President will be provided at his /her worksite: chairs (at least 2), a five-drawer cabinet with a locking device, and given access to a typewriter copy machine, telephone and fax. Stewards will be given access to a typewriter, copy machine, telephone, and fax.

Section 2. The Employer agrees to provide the Union with copies of all official personnel publications and regulations from the Navy Exchange Service Command, DoD, SECNAV or the offices of other higher authority and proposed changes thereto.

Section 3. The Employer agrees to permit the Union to use internal mail distribution service for the purpose of forwarding grievances.

Section 4. The Union will be after afforded space to hold its meetings after normal daytime working hours subject to security requirements and advance notice of times and dates. The Union will be responsible for restoring the facilities used to their original state after use.

## ARTICLE XX

### EMPLOYEE RECOGNITION

Section 1. The Employer, through publicity, personal contact and other available means, agrees to encourage supervisors to recognize employees who sustain high quality work performance which is substantiated and documented and whose work performance is measurably superior and clearly exceeds normal requirements. Supervisors, when practicable, should use Letters of Commendation and Superior Accomplishment Recognition Awards, as appropriate, and in accordance with applicable laws and regulations.

Section 2. It is agreed that the Employer will inform the employee of any complimentary letters that a patron sends to the Employer about the exceptional performance of an employee(s) in a department. A copy of the letter will go into the employee's personnel jacket. These letters will be a consideration for all awards and advancements. The letter will remain in the personnel jacket for at least 1 year.



## ARTICLE XXI

### EMPLOYEE ASSISTANCE PROGRAM

Section 1. The Employer and the Union recognize the need to assist employees whose job performances are adversely affected by alcohol, drugs or other personal problems, The Union supports the Employer's Employee Assistance Program as a means for providing information, education, and other appropriate assistance or referral services for employee problems.

Section 2. It is the policy of the Navy Exchange System:

a. To recognize alcoholism as a treatable illness and drug abuse as a treatable health problem;

b. That alcoholism and drug abuse are health problems in which the employee's job performance is impaired as a direct consequence and that employees having these illnesses will receive the same consideration and offer of assistance that is extended to employees having other illnesses or health problems;

c. That management's primary focus is on job performance. (However, the Department of the Navy does not condone employee drug activity or other actions contrary to law.)

d. That 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;

e. To grant sick leave or leave without pay for alcohol or drug abuse treatment or rehabilitation as with any illness or health program. (When an employee participates in treatment or a condition personal to the employee, including abuse by a member of the employee's immediate household where family therapy is an element of the treatment regimen, sick leave is appropriate.);

f. That employees who may have an alcohol, drug abuse, or another personal problem are encouraged to voluntarily seek counseling and information;

g. That employee referral to, or participation in, the Employee Assistance Program will not be based on any non-job or non-performance related factor, prohibited personnel practice or action that would constitute discrimination on the grounds of race, sex, age, religion, national origin or handicapping condition.

h. To assure confidentiality exists when employees who so request or are referred; objectively evaluate and identify personal problems; identify the best available source of assistance or services; recommend a course of action and providing aid to obtaining assistance.

Section 3. Unit employees who suspect they have an alcohol or drug abuse problem, or other personal problems which may have an adverse affect on job performance may voluntarily seek counseling and information by contacting representative of the Employer, or the Union, who will assist by providing information regarding possible Department of Navy and community programs to contact for personal assistance.

Section 4. The Employer shall notify employees of the existence of the Employee Assistance and Counseling Program annually. The notification shall include a statement of the purpose of the program and the location and telephone number of program counselors. The Employer shall post a copy of the notice on official bulletin boards.

Section 5. Prior to implementation of a drug program the parties will negotiate pursuant to the statute.

## ARTICLE XXII

### CIVIC RESPONSIBILITIES

Section 1. The parties recognize that jury duty, blood donor programs, Combined Federal Campaigns, savings programs and other activities are of civic and humanitarian concern. It is agreed that such participation shall always be voluntary and that the Employer and the Union shall refrain from exerting pressure upon employees to participate.

Section 2. In those cases where time and travel permit and where no hardship results when an employee is excused or released by the court for any day or a substantial portion of a day, (at least hours) he/she will be expected to return to duty or be charged annual leave for the time excused.

## ARTICLE XXIII

### EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The Employer and the Union agree to cooperate providing equal opportunity for all qualified persons to prohibit discrimination because of age, sex, race, creed, color, nation, origin, religion, physical or handicapping condition. The realization of equal employment opportunity will be promoted through a positive and continuous effort.

Section 2. Each party agrees to advise the other of equal employment opportunity problems and to jointly seek solutions such problems through cooperative effort.

Section 3. The Employer agrees to nominate an employee from each unit from a list supplied by the Union as a member of the command EEO Advisory Committee.

Section 4. The Employer will notify the Union of requirements for EEO Counselors. The Union may provide the Employer with a list no less than three (3) recommended employees for consideration.

Section 5. An employee who believes he/she has been discriminated against may pursue his/her dissatisfaction through EEO complaint procedures. An EEO complaint must be initiated with an EEO counselor within 30 calendar days of the discriminatory act or of the employee becoming aware of a discriminatory act. An employee may have a personal representative of his/her choice, as provided by regulation, in pursuing an EEO complaint.

## ARTICLE XXIV

### SUGGESTION PROGRAM

Section 1. A suggestion program exists in accordance with applicable regulations and employees are encouraged to submit suggestions for more effective operations and improvements. The Employer will publicize the program and make suggestion forms available.

Section 2. Normally, suggestions will be processed within sixty (60) calendar days. Exceptions to this time frame may be required because of special situations such as a test period, referral to other outside authority for approval or review, or development of an instruction. The employee will be advised in writing of the adoption or rejection of the suggestion.

## ARTICLE XXV

### SAFETY AND HEALTH

Section 1. The Employer will continue to make every reasonable effort to provide and maintain safe working conditions for employees. The Union will cooperate to that end and will encourage all employees to work in a safe manner. Each employee has a primary responsibility for his/her own safety and an obligation to know and observe safety rules and practices as a measure of protection for himself/herself and others. The Employer encourages suggestions which offer practical and economically feasible ways of improving safety conditions.

Section 2. Supervisors will continue to instruct employees in safe working practices.

Section 3. In the performance of work of a hazardous nature, the Employer will take precautions to minimize the possibility of accidents and injuries to employees.

Section 4. Emergency treatment to employees will be provided in cases of on-the-job accident, injury or illness.

Section 5. Whenever hazardous or unhealthy conditions exist in working areas, the steward or employee may call this condition to the attention of the supervisor(s) in the working area in question. If the problem is not resolved, the Union steward/employee may present the problem to the Department Manager.

Section 6. The Employer agrees to furnish free of charge any safety device and/or protective clothing that may be required as a matter of safe practice in the performance of any employee's duties.

Section 7. First aid will be provided as promptly as possible. Minor first aid, such as band aids, will be available in the work area.

Section 8. The Employer will assure that the appropriate accident report form is promptly made out by the Supervisor for any employee who suffers illness or injury on the job. The form shall be promptly forwarded through appropriate channels.

Section 9. The Employer will conspicuously post summary information concerning worker's compensation procedures and benefits, so that all employees may readily find out what their responsibilities are, what the Employer's duties are, and what benefits are available.

Section 10. Washrooms will be kept in a clean and sanitary condition, properly ventilated and heated with hot water and soap and towels provided.

Section 11. Adequate restroom facilities will be provided unit employees.

## ARTICLE XXVI

### TRAINING AND DEVELOPMENT

Section 1. Employees are encouraged to strive for self-development. The Employer agrees to publicize training opportunities. A tuition refund plan is available for employees.

Section 2. The Employer and the Union agree that the training and development of employees are mutually beneficial. The Union may make recommendations to the Employer relative to the training of employees. The Employer will consider recommendations and implement any approved recommendations.

Section 3. Employees will be given the opportunity to attend on-site vendor sponsored training when available and when it will increase the employees efficiency and job knowledge.

Section 4. Training will be documented in the employees' personnel jacket, and/or other appropriate place.

Section 5. The Employer will provide training/information necessary to assure that an employee is aware of performance expected in their position.

## ARTICLE XXVII

### JOB DESCRIPTIONS

Section 1. Unit employees, when initially assigned to a position, and thereafter, upon request, will be furnished a copy of their current job description.

Section 2. One copy of the job description will be placed in the employee's personnel record, and one copy will be given to the employee.

Section 3. Should there be any changes in an employee's job description due to reorganization or transfer to another job, the employee will be furnished with a copy of the new job description.

Section 4. Job descriptions shall adequately cover and define the job duties and responsibilities of a given position. The job description does not prescribe every duty the employee will be expected to perform; it merely describes major duties and responsibilities for the purpose of establishing a proper pay grade.

Section 5. The words, "And All Other Related Duties", as it appears in the job description will be applicable to only those duties that are directly related to the job description .

Section 6. Grievances concerning the accuracy of job descriptions shall be submitted at Step 1 of the Grievance Procedures.

Section 7. Prior to initiating a job grading appeal an employee should attempt first to resolve the matter informally with his/her supervisor. Accordingly, when an employee believes that the title, series or grade of his/her position is incorrect, he/she has the right to fully discuss the matter with the supervisor and request that the job be reviewed. The Employer will take whatever action determined necessary to attempt to resolve the matter informally and will fully consider any pertinent information which the employee desires to present. The employee will be advised by his/her supervisor concerning the actions taken to resolve the matter, the Employer's decision concerning the matter, and the basis for the decision reached. A job grading appeal may be filed in accordance with the Job Grading Appeal procedure in the SECNAVINST 5300.22 series.

## ARTICLE XXVIII

### WORK PERFORMANCE REVIEWS

Section 1. Performance reviews will be accomplished in accordance with this agreement and regulations. Each employee shall have an annual, written work performance review based on factual evidence and if possible on quantifiable evidence. Among the performance factors used are: Initiative, quality, quantity, dependability, and job knowledge. Performance will be evaluated fairly and objectively.

Section 2. Employees will be given appropriate training, clear assignments, adequate facilities and proper supervisory assistance. Performance reviews must be on job related assignments.

Section 3. The Employer will counsel employees in relation to their performance on an as needed basis. Notice of performance accomplishments and deficiencies should be provided as performance warrants.

Section 4. An employee whose performance is less than satisfactory will be counseled on performance deficiencies. Employees will be provided opportunity to bring performance up to acceptable standards. The Employer will provide training and on-the-job assistance to help the employee improve the performance deficiencies. Employees will be given at least a 30-calendar day trial period to bring their performance up to acceptable standards.

Section 5. The work performance review will be signed by the employee and the supervisor. The employee will be provided a copy. Signature indicates the review took place, but does not necessarily indicate agreement/disagreement with the review.

Section 6. Employees may grieve their performance reviews.

## ARTICLE XXIX

### TECHNOLOGICAL DEVELOPMENTS

Section 1. The Employer and the Union recognize that technological developments add to the efficiency and productivity of the agency. Such changes require the cooperation of the parties in the development of the employee skills and the orderly introduction of new equipment and new processes. It shall be the responsibility of the Employer to determine the extent and types of additional training that may be required due to technological changes, to assure the continuing proficiency of employees.

## ARTICLE XXX

### REDUCTION-IN-FORCE

Section 1. 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 decision process.

Section 2. The Employer will notify the Union when it is determined that a reduction-in-force is necessary. Prior to the issuance of official notices 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 affected and reasons for the reduction-in-force. The Union agrees not to divulge the contents of the plan until official notices have been issued by the Employer to the employees affected. The Union may request to negotiate the impact and implementation of the RIF.

Section 3. In the event of a reduction-in-force, existing vacancies considered necessary to be filled by the Employer will be utilized to place in continuing positions qualified employees who otherwise would be separated.

Section 4. It is agreed that the Union representatives may review the retention list of affected employees, and a copy will be provided upon request.

Section 5. Retention Standing

a. Retention Groups. Except as provided for below, employees with the activity/Navy Exchange affected by RIF will be placed by job title, series, and grade in the appropriate competitive level on the basis of service date.

Group I: Regular nonprobationary employees.

Group II: Regular employees still in a probationary status as of the effective date of the reduction in force.

Temporary and intermittent employees and reemployed annuitants eligible to draw an annuity from any DOD NAFI, are considered noncompeting employees and are not assigned to groups. If they are in affected job categories, they must be moved out of their jobs before any employee in Group I or II may be reached by the reduction-in-force.

b. Service Date. An employee's service date is one of the following dates which reflects total length of service based on full-time equivalency and any performance rating credit;

(1) The date of entrance on duty at the local NAF when he/she has no previous creditable service. Creditable service is all regular NAFI civilian employment with any DoD NAFI, wherein the employee's wages were paid from nonappropriated funds.

(2) The date obtained by subtracting his/her creditable previous service from the date of entrance on duty at the present local NAFI.

(3) The date obtained by subtracting from (1) or (2) above the service equivalent allowed for performance credit. Employee performance credit is determined by giving 2 years for each outstanding and 1 year for each above satisfactory performance rating for each of the last three performance reviews in the employee's personnel file as of the date of issuance of notices. The total is subtracted from the service date of the employee. The Employer must establish a single, official date of issuance of initial notice(s) of RIF so that the date is the same for all employees in each affected job category.

(4) The service date as arrived at in (1),(2), or (3) above will be adjusted to withhold service credit for time in a non-pay status as a result of disciplinary action occurring within the two-year period immediately preceding the official date of issuance of notices.

## Section 6. Reduction-in-Force Procedures

a. Order of Release. Reduction-in-force accomplished in inverse groups order for each within each job category. Within each group, the employee reached first will be that employee with the most recent service date.

### b. Notice and Time Periods

(1) Content of Notice. The employee must be advised of the action to be taken, the effective date, salary, retention information, if applicable, the competitive job category and the retention Group (I or II), service date, where the employee may inspect retention registers and other pertinent records, and the employee's reversion (displacement) rights.

(2) Period of Advance Notice. Notices must be issued not less than 30 calendar days and normally, not more than 90 calendar days in advance of the release date. Advance notices may be issued up to a maximum of 180 calendar days in advance of the release date with the specific approval of the head of the appropriate NAFI Headquarters element. Temporary employees and intermittent employees should be given a minimum advance notice of 7 calendar days before any action is taken. Reemployed annuitants must be given a minimum of 30 calendar days advance notice of termination. The minimum and maximum notice periods begin to run the day after the employee first receives notice of a reduction-in-force.



(3) Employee Status During Notice Period. The Employer shall keep reached employees in an active pay status during the notice period. However, in an emergency, when the local NAFI lacks work or funds for all or part of the notice period, the head of the local NAFI may, with the prior concurrence of the appropriate NAFI Headquarters elements, place an employee in a leave status without the employee's consent during the notice period.

#### (4) Rights of Reached Employees

(a) Reversion. A group I employee may, when reached by a RIF action, revert to his/her last previously held position within the activity/Navy Exchange conducting the RIF. A previously held position is defined as the position bearing the title, series and grade held by the employee prior to assignment to his/her released position under RIF. When such a position or positions exist, reversion rights will be granted provided:

- The position is encumbered;
- The employee's service date is earlier than that of the incumbent to be displaced;
- The employee is still qualified to perform the duties of the previous position;
- The employee has not refused an offer of employment in a position of equivalent grade and category in the same commuting area; and
- The reached employee informs the head of the local NAFI, in writing, not later than 7 calendar days after receipt of a specific notice of reduction-in-force action, that he/she accepts the offered reversion right.

If the employee once chooses not to exercise his/her reversion rights or fails to respond within the timeframe established above, he/she loses his/her right to revert to his/her last previously held job. Employee's displaced by reversion rights may revert to the last previously held job under the same conditions as specified for reached employees. Each subsequent regular nonprobationary employee may exercise reversion rights as prescribed above.

(b) Review of Retention List. Any employee on a retention list has the right to review the retention list. He/she may request that his/her relative standing on the list be reviewed. If an error was made, corrective action will be taken and the employee notified by a corrected RIF notice.

(c) Recall. Any regular nonprobationary employee placed in a leave-without-pay status for more than 30 calendar days as a result of a reduction-in-force must be recalled if that job is re-established because of the temporary condition causing the RIF has subsided or passed. When there is more than one employee in a job category in a leave-without-pay status, employees will be recalled to positions in that job category in the order of retention standing beginning with the employee who has the highest standing. If an employee is recalled for placement in another job category, the order of recall is determined by the qualifications, availability and retention standing of the employee.

### Section 7. Placement Assistance

a. General. Promoting stability of employment of NAFI employees whose jobs are affected by changing staffing requirements is essential. Priority placement applies to all regular nonprobationary employees. The Employer will establish a Priority List (PL) for regular

nonprobationary employees and will provide copies to all DoD NAFI's within the local commuting area. In addition, the Employer will make a vigorous outplacement effort to place all affected employees in other government agencies and in the private sector. Private industries in the area, and city, state and federal employment assistance agencies should be contacted.

b. Local Commuting Areas

(1) Jacksonville, Mayport, Cecil Field, NEXCEN; and

(2) Marietta, GA

c. Priority Lists (PL)

(1) Establishment of Priority Lists. Upon issuance of a RIF notice, the Employer will notify all DoD NAFIs within the local commuting area that released personnel may be available. The Employer will also establish a PL for regular nonprobationary employees. Only one list need be maintained by the local NAFI. A copy of the PL is to be distributed to each DoD NAFI within the local commuting area and will be updated monthly. The following information will be entered with the employee's name on the PL: grade and job title held or from which released; release date and availability date, if earlier than the scheduled release date; retention group; service date; and other positions for which the employee is qualified. The PL should not be confused with lists for Retention Groups I and II. The lists for Groups I and II include all eligible employees whether reached by the RIF or not. Retention lists provide a method for determining who will be reached. The PL includes only the names of those regular nonprobationary employees who are to be reached by an actual RIF. If an employee is not reached, his/her name will be removed from the PL.

(2) Retention on the Priority List. An individual will remain on the PL for a period of two years from the release date, or until the date of recall, or until the date of reemployment, or until the employee's written request for removal, whichever occurs first. If an employee has not been placed at the end of the two year period, the head of the local NAFI (CO NEXCEN/OIC) will take action to remove the employee's name from the Priority List. The PL will remain in effect until the names of all employees have been deleted or removed as outlined above.

(3) Use of Priority List. Reduction in force procedures do not require the head of any local NAFI to fill a vacant position. The decision to fill a vacant position is the responsibility of the Employer. There is, however, a responsibility to promote the employment stability of NAFI employees. Therefore, once notified of a RIF the Employer will not fill any vacant position by any means, except through veteran's restoration rights, without first referring to all PLs. When a vacancy occurs in the competitive the list will be offered the position in the order of their retention standing, beginning with the highest standing, if qualified and available.

Section 8. Termination of Other Employees Not Eligible for Placement in a Retention Group. Temporary employees, intermittent employees, and reemployed annuitants eligible to draw an unreduced annuity from any DoD NAFI who are in affected job categories must be terminated prior to releasing any employee in Retention Group I or II. Temporary employees and intermittent employees must be advised in writing of their termination at least 7 calendar days prior to the effective date of the action. Reemployed annuitants must be given at least 30 calendar days advance notice. Further, any reemployed annuitant who is encumbering a position which a qualified reached employee last held may be displaced by that reached employee regardless of service date.

#### Section 9. Severance Pay

a. RFT and RPT NAFI employees who have completed at least 12 continuous months of service with one or more DOD NAFIs and who then are separated involuntarily from employment because of RIF shall receive severance pay, if not precluded by subparagraph b. below.

(1) The amount of such remuneration shall be 1 week's basic pay for each year of continuous RFT and RPT service with one or more DOD NAFIs up to 4 years of service, for a maximum of 4 weeks of pay. This pay shall be based on the number of hours regularly scheduled to be worked during a week and at the rate received immediately before separation.

(2) Time served as a regular employee with a NAFI as well as time served in active duty with the U.S. Armed Forces that interrupted the civilian NAFI service, shall be creditable for computing entitlement to severance pay.

(3) Periods of employment before separation that resulted in severance pay shall not be considered in later severance pay entitlement calculations for subsequent separations.

b. Involuntarily separated employees shall not receive severance pay if they:

(1) Are immediately employed in another regular NAFI position.

(2) Have refused an offer of employment without loss of pay, employment category, and seniority in any NAFI in the same commuting area.

(3) Have immediately accepted employment without a break in service in a continuing appropriated fund position.

(4) Are immediately employed by a contractor whose contract replaces the function or services being performed by the employees.

c. Severance pay shall not be paid to an employee eligible for an unreduced annuity.

d. The separation personnel action will be annotated to show the amount of severance pay authorized and paid at the time of separation.

Section 10. For the purposes of this Article the head of the local NAFI is the Employer and the NAFI Headquarter's element is NEXCOM.

Section 11. Grievances resulting from reduction-in-force actions may be initiated as a formal grievance at Step 3 within 15 calendar days after the effective date of the reduction-in-force action.

## ARTICLE XXXI

### PROMOTIONS

Section 1. All employees and applicants for employment shall receive fair and equitable treatment for advancement opportunities without regard to race, age, sex, color, religion, national origin, lawful political affiliation, physical handicap, or membership or nonmembership in the Union.

Section 2. Regular positions, above entry level, except laterals, transfers, voluntary down grades, and placements resulting from a RIF, will have an announcement prepared and posted on official bulletin boards to alert candidates that a vacancy exists. The posting period will be for a minimum of seven (7) consecutive days. Grades AS2, PS2, and NA2 and below would normally be considered entry level. The Employer agrees to furnish the Union one (1) copy of each vacancy announcement at the time of posting.

Section 3. The vacancy announcement will contain the following:

- a. Title, Grade, Wage Range, and Location
- b. Current hours of work.
- c. Major Duties
- d. Minimum qualification requirements
- e. Application instructions
- f. Equal Employment Opportunity statement

Section 4. Employees shall be promoted on the basis of their merit and fitness for the job. All applicants meeting minimum qualifications will be considered. Final selection will be based upon merit and qualifications (Factors to be considered include Job Knowledge, Work History/Experience, training and education, potential, record of attendance/dependability, self-development, etc.).

Section 5. Upon completion of the announcement period, qualified applicants will be referred to the selecting official. Applications for positions will be accepted up to the point the selecting official determines that additional consideration would delay the final selection process. External recruitment may commence at any time after posting of the announcement.

Section 6. Pre-selection of a promotion candidate, prior to the a vacancy, is prohibited. The Employer agrees that no individual shall be selected or notified of selection until proper procedures have been followed.

Section 7. Interviews by selecting officials may be required of any or all qualified candidates.

Section 8. The Employer will notify unsuccessful applicants in writing at the completion of the selection process. Failure to be selected when proper promotion procedures are used is not a basis for formal complaint. However, at an employee's request, the Employer will review and discuss steps that could be taken to prepare for future opportunities.

## ARTICLE XXXII

### DETAILS AND TEMPORARY PROMOTIONS

Section 1. A detail is the temporary assignment of an employee to a position or set of duties which is different from his/her officially assigned duties. The detail procedure shall not become a device to afford certain individuals an undue opportunity to Gain qualifying experience. Selection of detailing, based solely on need.

Section 2. Selections of employees for detail assignments will be made on a fair and impartial basis. The selecting official shall be responsible for informing the employee of the detail assignment, reasons for the assignment, duties to be performed, estimated duration, and for establishing controls to ensure that details are recorded and timely terminated. No detail should be made to avoid the filling of an otherwise necessary job on a permanent basis. The detail procedures should be used only for temporary need to the Employer and will not normally exceed a maximum of three (3) months to that position.

Section 3. All details for 30 days or more will be documented by preparation of a personnel action form, and will be recorded in the employee's official personnel folder, and a copy provided the employee. It will be the joint responsibility of the supervisor and the detailed employee to maintain records of details of one (1) through twenty-nine (29) days. When making application for a promotion, an employee may present information relative to detail assignments if he/she believes such information has a bearing on his/her qualifications.

Section 4. An employee assigned to and performing duties of a higher graded position for a period of thirty (30) days or more will be temporarily promoted effective the first day in the position. A series of details will not be used to circumvent a temporary promotion.

## ARTICLE XXXIII

### DISCIPLINE/ADVERSE ACTIONS

Section 1. The maintenance of discipline and morale among employees is essential to the efficiency of the work force. The objectives of disciplinary action are to motivate employees to achieve desired objectives, promote effective employee utilization, maintain discipline and morale among employees, and promote efficiency. Where disciplinary action is necessary it will be administered promptly, reasonably, and without discrimination. Discipline will be taken only for just cause and will be based on a preponderance of evidence.

Section 2. Disciplinary actions are:

a. Oral admonishment.

b. Letter of Caution. Letter of Caution for conduct will be given by the immediate supervisor in private, and will not be itself be made a matter of record in the employee's official personnel jacket. Copies of letters of caution will be destroyed after 1 year.

c. Letter of Reprimand.

d. Suspension without pay.

e. Reduction in grade for cause (demotion) with accompanied reduction in pay.

f. Termination.

Section 3. The employee will be given an opportunity to be represented by the Union during any examination by a representative of the Employer in conjunction with an investigation if:

a. The employee reasonably believes that disciplinary action may result from the examination, and

b. The employee requests representation,

Section 4. Advance notice periods for disciplinary and adverse action are as follows:

a. Oral Admonishment None.

b. Written Reprimand None.

c. Suspension -- not less than 30 calendar days from receipt.

d. Downgrade -- not less than 30 calendar days from receipt.

e. Separation -- not less than 30 calendar days from receipt.

Section 5. The employee will be advised in writing of the specific disciplinary action/adverse action being considered and the proposed effective date. The advance notice will state detail the

reasons for the proposed action with enough information (dates, places, events and names) to ensure the employee understands the reasons for the proposed action and to allow the employee an opportunity to respond. The reasons for the proposed action will be clearly stated and will advise the employee of the right to reply to the proposed action either orally, in writing, or both within:

- a. Fifteen (15) calendar days of receipt of a 30 calendar day advance notice.
- b. The above time limits may be extended under extraordinary circumstance.

Section 6. Any reply will be given full consideration by the Employer before a final notice of the decision is issued. If the proposed action is rescinded, all records pertaining to it will be removed from the employees record and destroyed. If the proposed disciplinary action is taken, or if a less severe disciplinary action is imposed, the employee will be provided the written final decision before the effective date of the action. The final decision will also contain an advisement that the negotiated grievance procedure is the sole procedure for relief.

Section 7. The parties recognize that in some cases management may possess data which the Union properly requires in order to represent bargaining unit employees. In such cases, upon request by the Union, and to the extent not prohibited by law, management will furnish data which is normally maintained by management in the regular course of business and which is reasonably available and necessary for full and proper discussion, understanding and/or negotiation of subjects within the scope of collective bargaining and representation of employees.

Section 8. Determining the Penalty.

The following factors will be considered in determining the severity of the penalty:

- a. The employee 's work history, disciplinary history, character, potential, condition of health, extraordinary personal influence, such as death or other crises in his/her family.
- b. The Employer will also consult the Guide for Disciplinary Action, SECNAVINST 5300.22 Series, which will provide a measure of uniformity in imposing penalties.
- c. The Employer will also consider what are known as the “Douglas factors”.

Section 9. Suspensions Pending Disciplinary Actions.

- a. An employee may be placed on suspension without pay pending disciplinary action, when retention of the employee might result in damage to or loss of property or funds, or might be injurious to the employee or others, or when there are justifiable reasons to believe that the employee is guilty of a crime for which a prison sentence may be imposed. These suspensions are nondisciplinary actions.
- b. If the disciplinary action taken results in suspension, the time spent in suspension pending the action will be counted as part of the penalty time.

Section 10. If any disciplinary action which involves loss of pay is not upheld, the employee will be "made whole" financially for pay and restored to the same or similar position with rights and benefits, less any amounts earned by other employment during that period. (5 USC 5596)

Section 11. The Employer agrees to furnish the Union a copy of all decisions on disciplinary/ adverse actions where the employee is represented by the Union.

Section 12. Grievances regarding disciplinary and adverse actions must be filed within 15 calendar days of the effective date of the action at Step 3 of the Grievance Procedure.

## ARTICLE XXXIV

### GRIEVANCE PROCEDURE

Section 1. The purpose of this Article is to provide a mutually method for prompt and equitable settlement of grievances. A grievance is defined as any complaint:

- a. By any employee concerning any matter relating to the employment of the employee;
- b. By the Union concerning any matter relating to the employment of any employee; or
- c. By any employee, the Union, or the Employer concerning:

- (1) The effect or interpretation, or 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 2. The Negotiated Grievance Procedure is the sole procedure available to employees in the bargaining resolution of covered matters.

Section 3. The following matters are specifically excluded from consideration under the Negotiated Grievance Procedure:

- a. Any claimed violation relating to prohibited political activities.
- b. Retirement, life insurance, or health insurance,
- c. A suspension or removal for National Security reasons.
- d. Any examination, certification or appointment.
- e. The classification of any position which does not result in the reduction in grade or pay of any employee.
- f. Nonselection for promotion, when the sole basis for the grievance is an allegation by the employee that he/she is better qualified than the person selected;



- g. Termination of any employee during the probationary period.
- h. Equal Employment Opportunity complaints.
- i. Proposed disciplinary or proposed adverse actions.
- j. Termination of Temporary and Intermittent Employees, except for cause.

Section 4. At each and every step of the grievance procedure, the Union and Employer may call a reasonable number of relevant witnesses who are employees on the rolls of the NEXCEN/Navy Exchange, who shall suffer no loss of pay for such service. Parties shall, upon request of the other party, provide pertinent records and documents pursuant to statute.

Section 5. Disputes over what is subject to the grievance procedure shall be referred to an arbitrator as a threshold issue in the related grievance.

Section 6. Nothing in this Article precludes an employee or group of employees from presenting their own grievances and from having them adjusted, without the intervention of the Union, as long as the adjustment is not inconsistent with the terms of the Agreement, and the Union has been given the opportunity to be represented at formal discussions of the grievance and be present at adjustment of the grievance. When a unit member uses this negotiated grievance procedure he/she must represent himself/herself, or must be represented by a steward or other representative approved by the Union.

Section 7. The Employer and the Union recognize and endorse the importance of bringing to light and adjusting grievances promptly, therefore, to provide for the mutually satisfactory settlement of matters covered by the agreement, the following procedures will be followed:

NOTE: Except as provided for in this agreement, grievances will be discussed with the employee's immediate supervisor within 15 calendar days after the occurrence of the matter out of which the grievance arose, or within 15 calendar days of the employee's first knowledge of the occurrence.

Step 1. Each dispute or grievance shall be taken up informally by the aggrieved employee(s), the Union representative, if any, and the appropriate supervisor. The supervisor must give an answer to the grievance within seven (7) calendar days.

Step 2. If no satisfactory settlement is reached between the aggrieved employee(s), the steward, and the supervisor, the grievance shall be reduced to writing, stating the exact nature of the grievance, the date that the incident occurred, and remedy sought. It shall be submitted within seven (7) calendar days to the Manager. Upon receipt of a second-step grievance, the Manager concerned shall meet with the aggrieved employee(s) and Union representative(s) within seven (7) calendar days after receiving the written grievance. A written decision will be rendered within seven (7) days after the meeting.

Section 8. All time limits may be extended by mutual written agreement of the Union and the Employer. Failure of the Employer to observe the stated or extended time limits for any step in the grievance procedure shall entitle the Union or employee to advance the grievance to

the next step. Failure of the Union or employee to observe the stated or extended time limits shall constitute withdrawal of the grievance. The aggrieved (employee or Union) may withdraw the grievance at any time.

Section 9. If the Employer or the Union submits a grievance, the grievance must be filed within 15 calendar days of the incident or within 15 calendar days from the awareness of a grievance. In the case of an Employer-initiated grievance, the Union President will receive the grievance. In the case of Union-initiated grievance, the Human Resources Representative will receive the grievance. Upon receipt of a grievance, the appropriate highest level Manager or his/her designated representative(s) will arrange to meet within seven (7) calendar days, with the Union President or his/her designated representative(s) to discuss the grievance. A written decision will be rendered within ten (10) calendar days after the meeting.

Section 10. Any grievance not resolved under the terms of this Article may be referred to arbitration by either the Union or the Employer in keeping with the provisions of Article XXXV, Arbitration.

## ARTICLE XXXV

### ARBITRATION

Section 1. In the event a grievance processed through the negotiated grievance procedures is not satisfactorily settled, the matter may be submitted to arbitration. Arbitration may only be invoked by the Employer or the Union. Arbitration must be invoked within 21 calendar days of receipt of a final decision.

Section 2. Within 7 calendar days from the date of the request for arbitration, the parties shall separately or jointly request the Federal Mediation and Conciliation Service to provide a list of impartial persons qualified to act as arbitrators. The parties shall meet within seven (7) calendar days after receipt of the list of arbitrators unless delay is mutually agreed upon. If the parties are unable to agree on an arbitrator, the Union and Management will each strike one name from the list and shall then repeat the procedure. The remaining name shall be the duly selected arbitrator. A flip of the coin will decide which party strikes first.

Section 3. The expenses of arbitration shall be paid on an alternating basis. The first arbitration will be on a loser pays basis; the second arbitration will have the parties sharing the cost. The alternating pay basis shall continue for the duration of the agreement. In the loser pay arbitrations, the Arbitrator shall determine the losing party. If there is a split decision in which neither party can be designated as the losing party, the costs shall be borne equally. The arbitration hearing will be held, if practicable, on the Employer's premises during the regular day shift hours of the basic workweek. All participants in the hearing shall be in a duty status, if otherwise scheduled to work during the hearings.

Section 4. The arbitrator will be requested by the parties to render a decision as quickly as possible but in any event no later than thirty (30) calendar days after the conclusion of the hearings unless the parties otherwise agree.

Section 5. The parties will in good faith attempt to define the issues. If complete agreement cannot be reached on the issue prior to arbitration, the parties will present their respective issues to the arbitrator at the hearing. The arbitrator will then determine the issue to be heard.

Section 6. The arbitrator's decision is binding on the parties, however, either the Union or the Employer may file exceptions to an arbitrator's award in accordance with law and regulation.

## ARTICLE XXXVI

### DUES DEDUCTION

Section 1. The Employer will deduct Union dues in an amount to be certified by the Union for each pay period from the pay of all employees who voluntarily authorize such deductions and who are employed within the unit for which the Union holds exclusive recognition, in accordance with the provisions set forth herein.

Section 2. Union dues (the regular, periodic amount required to maintain an employee in good standing in the Union) shall be deducted by the Employer from an employee's pay each pay period, when the following conditions have been met:

- 1) The employee is a member in good standing in the Union.
- 2) The employee has voluntarily authorized such a deduction on Standard Form 1187 (Allotment Form).
- 3) The employee's earnings are sufficient after all legal deductions, to cover the full amount of the allotment .
- 4) Section "A" of the Allotment Form has been completed and signed by an official of the Union and the form has been received by the Payroll Office.

Section 3. The Union shall be responsible for ensuring that the Allotment Form is purchased and made available to the members, and shall ensure that employees are fully informed and educated concerning the program for payroll deduction of Union dues, its voluntary nature, the uses of the required form, and the procedure for revocation of allotments.

Section 4. Deduction of Union dues shall begin with the pay period which occurs after receipt of a correctly executed allotment form by the Employer's Payroll Office. However, such forms must be received by the Payroll Office not later than three (3) workdays prior to the beginning of the aforementioned payroll period. An employee may not request the deduction from his/her earning of dues to more than one Union.

Section 5. If the amount of regular dues is changed by the Union, the Employer's Office, Industrial Relations Department, will be notified in writing by the Union of the rate and effective date of the amended dues structure. The amended amount will be withheld effective with the payroll for that pay period during which the notice is received in the payroll office, unless a later date is specified by the Union. Only one (1) such change may be made in any period of twelve (12) consecutive months.

Section 6. The deductions shall be transmitted by the Accounting Department, to the Treasurer of the Union by check not later than (10) workdays after the close of the pay period in which the deduction was made. All charges for collection of dues will be borne by the Employer.

With each remittance, the Department shall provide a list containing the information, which will be transmitted to the Union.

- 1) Names of employees for whom deductions were made and the amount of each deduction.
- 2) Total number of employees for whom dues were withheld.
- 3) Total amount withheld.

Section 7. An employee may voluntarily submit a Standard Form 1188 or other written request to terminate an existing dues allotment, which shall become effective one year from the date of membership and thereafter at the beginning of the first pay period after 1 March. The Union will be provided a copy of the revocation request.

Section 8. An employee's voluntary allotment for payment of his/her Union dues shall be terminated with the start of the second pay period following the pay period in which any of the following occur:

- 1) Loss of exclusive recognition by the Union.
- 2) Separation of the employee.
- 3) Upon request of notice from the Union that the employee is no longer a member in good standing.
- 4) The employee leaves the Union on any permanent change of status.

Section 9. The Union agrees to notify the Personnel Department in writing within five (5) workdays when an employee with a current allotment authorization ceases for any reason to be a member in good standing with the Union in order that his/her allotment for dues may be terminated. The Union will also send to the Payroll Office, at least ten (10) workdays prior to 1 March each year any written revocation of allotment received by the Union.

Section 10. The Union shall furnish the Employer at the earliest practical date with a certification of the amount of dues and the name and address of officials of the Union authorized to certify Section "A" of the Standard Form 1187 on behalf of the Union. The Union shall be responsible for giving the Employer prompt written notification of changes in the name or address, or both of such officials of the Union.

## ARTICLE XXXVII

### GENERAL

Section 1. The Employer will provide at its expense 2,000 copies of the collective bargaining agreement. The Employer will make copies available for all unit employees. Copies will be posted on bulletin boards. The Union will provide 1,000 copies.

Section 2. The Employer will furnish transportation for all Navy Exchange business. If a NEX vehicle is not available and an employee elects to use a POV, a mileage allowance will be paid in accordance with JTR regulations.

Section 3. The Employer agrees that employees who are driving NEX vehicles in the course of NEX business may use those vehicles to go the nearest location to the place of work to obtain food during the lunch break, provided food is not available where that employee is working. Any misuse of government (NEX) vehicle will be cause for appropriate disciplinary action.

Section 4. The Employer will determine whether uniforms, smocks, aprons or special clothing will be worn. Unless a contract service is supplying the clothing, the Employer will usually issue three sets of uniforms. The Employer will also provide smocks and aprons. Employees are expected to clean uniforms which are so supplied. Clothing will be replaced as normal use requires.

Section 5. In accordance with applicable regulations and statutes (excluding basic mechanic tools), any special tools, safety equipment, and foul weather clothing necessary to safety and the proper accomplishment of the employees' duties will be available with no expense to the employees. The employees may be responsible for the replacement of such items as above when it is the result of the employees negligence.

Section 6. The Employer will provide lockers for retail sales, distribution, maintenance, and other nonadministrative employees.

Section 7. Disciplinary action will not be taken against cashiers if there is no direct, single accountability.

Section 8. The Employer agrees to provide facilities away from an employee's work area for use during breaks and lunch period. Suitable smoking areas will be provided.

Section 9. The Employer will refrain from publicly admonishing an employee. This is no restriction on a supervisor/manager giving an order or directive relating to the employee's job.

Section 10. Upon the Union President's written request, and not more than two times during each calendar year, the Employer will furnish the Union a listing of unit employees. Listings will include each employee's name, grade, and work location.

## ARTICLE XXXVIII

### DURATION AND CHANGES

Section 1. This Agreement shall remain in full force and effect for a period of 3 years from the date of its approval by the Secretary of the Navy or from the 31st day after execution, whichever is sooner. This Agreement will automatically be renewed for 3 year periods there after unless written notice of a desire to renegotiate the Agreement is served by either party between the 105<sup>th</sup> and 60<sup>th</sup> day prior to expiration of the contract.

Section 2. This Agreement is Subject to reopening:

a. Mutual consent of the parties concerned;

b. When new or revised laws or regulations of appropriate authority require changes to provisions of the Agreement.

Section 3. When the renegotiation of this Agreement is pending or in process, and the parties are unable to complete such renegotiation by the termination date of the Agreement, the terms and conditions of this Agreement shall continue in effect until a new Agreement is effected.

In WITNESS WHEREOF, the authorized representative of the parties have entered into this Agreement on this Agreement on the 9<sup>th</sup> day of January 1992.

For:

National Association of  
Government Employees  
Local R5-82:

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For the Union :

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For:

NEXCEN Jacksonville, FL  
and the Navy Exchanges at  
NAS Jacksonville, FL NAS Cecil  
Field , FL , NS Mayport, FL and  
NAS Atlanta, GA:

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For Management:

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Approved by the Secretary of the Navy on the 29<sup>th</sup> day of January 1992