

**LABOR
MANAGEMENT AGREEMENT**

BETWEEN

NAVY EXCHANGE, NAVAL
AIR STATION, NORTH
ISLAND,

NAVY EXCHANGE, OUTLYING
LANDING FIELD; IMPERIAL BEACH
NAVY LODGE , NORTH ISLAND

AND

NATIONAL ASSOCIATION OF
GOVERNMENT EMPLOYEES

LOCAL R12-186
SAN DIEGO, CA

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PREAMBLE

SECTION 1. Under provisions of Title VII, of the Civil Service Reform Act of 1978, hereinafter referred to as the "Statute", this Agreement is made between the Navy Exchange, Naval Air Station North Island, Navy Exchange, Outlying Landing Field Imperial Beach, hereinafter referred to as the "Employer" and the National Association of Government Associates, Local R12-186, hereinafter referred to as the "Union". Collectively, the Employer and the Union shall be known as the "Parties".

SECTION 2. This Agreement may be amended by mutual agreement of the Parties at any time. Amendments will be limited to those required by changes in applicable laws and regulations of higher authority. Any amendments will remain in effect in accordance with the provisions of this Article, after approval by the Department of Defense.

WITNESSETH

WHEREAS, experience in both private and public employment 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 effect them and -

- (a) safeguards the public interest
- (b) contributes to the effective conduct of public business, and
- (c) facilitates and encourages the amicable settlements of disputes between associates and their employers involving conditions of employment; and

WHEREAS, the public interest demands the highest standards of associate performance and the continued development and implementation of modern and progressive work practices to facilitate and improve associate performance and the efficient accomplishment of the Navy Exchange operations. It is the purpose of this Agreement to prescribe certain rights and obligations of the employers of the Federal Government and to establish procedures which are designed to meet the special requirements and needs of the Government. The provisions of this Agreement should be interpreted in a manner consistent with the requirement of an effective and efficient Government.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1

RECOGNITION AND UNIT DESCRIPTION

SECTION 1. The Employer hereby recognizes the Union as the exclusive representative of all associates in the unit as defined in Section 2 of this Article. The Union recognizes its responsibility to represent the interests of all associates in the unit without discrimination and without regard to labor organization membership with respect to personnel policies, practices, procedures or other matters affecting their general working conditions, subject to the express limitations set forth in this Agreement.

SECTION 2. The unit to which this Agreement is applicable is comprised of the following:

a. All associates at the Navy Exchange Naval Air Station, North Island, except the following categories of associates as defined in the Statute:

- (1) management officials
- (2) supervisors
- (3) personnel engaged in federal personnel work other than in a purely clerical capacity
- (4) professional associates
- (5) confidential associates
- (6) flexible associates with appointments of 90 days or less

b. All associates at the Navy Exchange, Outlying Landing Field Imperial Beach, except:

- (1) professional associates
- (2) management officials
- (3) supervisors
- (4) Exchange detectives
- (5) associates described in 5 USC 71 12(b)(2), (3), (4), (6), and (7)

ARTICLE 2

PROVISIONS OF LAWS AND REGULATIONS

SECTION 1. The Employer and the Union agree that in the administration of all matters covered by this Agreement, officials and associates are governed by:

- a. applicable existing and future laws;
- b. applicable existing government-wide rules and regulations;
- c. existing Department of the Navy and Navy Exchange System rules or regulations.

SECTION 2. Any part of this Agreement which conflicts with future laws or regulations of appropriate authorities will be subject to prompt negotiation between the Parties to bring this Agreement into conformance with such laws and/or regulations.

ARTICLE 3

RIGHTS OF THE EMPLOYER

SECTION 1. It is agreed and understood that the customary and usual rights, powers, functions and authority of management are vested in the Employer. Included but not limited thereto, is the right:

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

b. in accordance with applicable laws-

- (1) to hire, assign, direct, layoff, and retain associates in the Exchange or to suspend, remove, reduce in grade or pay, or to take other disciplinary action against such associates;
- (2) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which exchange operations shall be conducted;
- (3) with respect to filling positions, to make selections from among qualified candidates for promotion, or any other appropriate source; and
- (4) to take whatever actions may be necessary to carry out the mission of the Exchange during emergencies.

SECTION 2. Any part of this Agreement which conflicts with future laws or regulations of appropriate authorities will be subject to prompt negotiation between the Parties to bring this Agreement into conformance with such laws and/or regulations.

ARTICLE 4

RIGHTS AND OBLIGATIONS OF ASSOCIATES

SECTION 1. Each employee has the right, freely and with out fear of penalty of reprisal to form, join and assist a labor organization or to refrain from such activity, and each associate shall be protected in the exercise of this right. Except as otherwise provided in the Statue, the right to assist a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the Executive Branch, the U.S. Congress, of other appropriate authority. Employees are not authorized by the Statue to participate in the management of a labor organization when such participation or activity would result in a conflict of apparent conflict of interest, or otherwise be incompatible with law of the official duties of the associate.

SECTION 2. Each associate shall have the right to bring matters of personal concern to the attention of the Employer without fear of reprisal.

SECTION 3. An associate has the right to have both the Employer and the Union apply all provisions of this Agreement fairly and equitably to all associates in the unit without regard to race, color, creed, national origin, sex, age, political affiliation, marital status, handicapping condition, and without regard to union membership.

SECTION 4. No associate is required 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 member for the payment of dues through payroll deduction.

SECTION 5. Any associate or group of associates in the unit may present grievances to the Employer and have 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 opportunity to be present during the grievance proceedings.

ARTICLE 5

RIGHTS OF THE UNION

SECTION 1. The Employer will furnish the Union President one copy of the Employer's written directives on civilian personnel administration applicable to the associates of the unit. Changes to these instructions will be provided on a current basis.

SECTION 2. The Employer will make available to the Union, upon its request, facilities, if available, for official meetings of the Local during non-duty hours of unit associates. The Union agrees to maintain the cleanliness and security of these facilities.

SECTION 3. The Union has the right to be represented at formal discussions between one or more management representatives and one or more associates in the unit or their representatives concerning any grievance, of any personnel policy or practices, or other general conditions of employment.

SECTION 4. At the request of the Employer or Union officials, the Employer will meet with officials of the Union to confer with respect to personnel policies and practices and matters affecting working conditions. The Union has the right to present its views on matters of concern to associates of the unit, either orally or in writing.

SECTION 5. Annual leave or Leave Without Pay may be granted to Union officials for the purpose of attending National Conventions or National sponsored training.

SECTION 6: National Union Officials - Associates accepting full time positions as National Union Officials may be granted leave without pay for the term of their office. Leave without pay for such cases shall be granted in increments of not more than one (1) year.

SECTION 7. Official time for training will normally be granted to each associate who is designated representative of the union not to exceed the number authorized in this Article, to attend training sessions in labor-management relations which are determined to be mutually beneficial to the Parties. Not more than four (4) associates may be absent at one time. The Union agrees that the requests for such leave should normally be submitted at least fifteen (15) days in advance and will be accompanied by an agenda.

ARTICLE 6

MATIERS APPROPRIATE FOR NEGOTIATIONS

SECTION 1. Matters appropriate for negotiations are personnel policies, practices and matters affecting working conditions and/ or changes thereto as provided for in the Statute and this Agreement.

- a. Prior to implementing changes to working conditions or conditions of employment, the Employer has the obligation to offer the Union an opportunity to negotiate impact and implementation of such changes.
- b. The Employer will forward a draft of the proposed directive to the Union via certified mail or hand delivery.

SECTION 2. Within ten (10) calendar days of receipt of the proposal, the Union must notify the Employer via certified mail or hand delivery of its desire to consult, bargain, and meet with the Employer. A request to negotiate under this Article will be in writing and state the nature of the request. The Parties will normally meet within ten (10) calendar days after receipt of a request to arrange for the negotiations. The Union will be deemed to have assented to such initiative or change, if it has failed to submit a request within the ten (10) calendar days.

SECTION 3. Time limits may be extended in writing as long as both parties mutually agree.

SECTION 4. If the Employer determines that a matter raised by the Union is not negotiable, and the Union disagrees with that determination, the Union may file a petition for review under procedures presented by the Federal Labor Relations Authority.

ARTICLE 7

UNION REPRESENTATION

SECTION 1. The Employer agrees to recognize the officers and duly designated Stewards of the Union, and shall be kept advised, in writing, by the Union of the names of its officials and Stewards. Officers and Stewards agreed to in Section 2 of this Article will be recognized to handle grievances from associates whom they represent and to consult with their supervisors and department managers.

SECTION 2. Based on the current number of associates in the Exchange and their work locations, the number of Stewards shall not exceed six (6) plus one Chief Steward. Should the number of associates increase/decrease substantially, consideration will be given to an adjustment in the number of Stewards upward or downward. Reasonable time during working hours will be authorized, without loss of pay or benefits, to permit union representatives who are associates in the unit to carry out their responsibilities to unit associates. This shall include conferring with supervisors and other management officials and unit associates on grievances and other matters directly related to working conditions. Reasonable official time spent by union representatives on representational matters will be accounted for on an Absence record (SS/ 241). Comptroller General regulations require the recording of time so spent.

SECTION 3. When an associate requests union representation, the union representative will obtain permission from his/her immediate supervisor before leaving his/ her work area. He/ she will indicate his/her destination and estimated length of absence. Work requirements may necessitate delaying when a representative may leave his/her work area. The representative must check in with the supervisor of the activity he/ she is visiting and indicate the purpose of the visit before meeting with the associate, and checkout with that supervisor when leaving the area. He/she will check in with his/her supervisor upon return to his/her work area.

SECTION 4. The Employer agrees to grant a reasonable amount of time for representational duties and further agrees that there will be no restraint, interference, coercion, or discrimination against Union representatives in the performance of their representational responsibilities.

SECTION 5. The Steward is recognized as the responsible Union representative to handle grievances arising within his/her assigned area of responsibility. As such his/her contact with supervisors and associates will be restricted to those associates within his/her area of responsibility. The Chief Steward shall follow the same procedures as outlined for Stewards in Section 3 of this Article.

SECTION 6. The Employer agrees to notify the Union President or his/her representative at least (7) calendar days in advance of any transfer/reassignment of Shop Stewards or the Chief Steward from work location. In case of an emergency or unforeseen operational needs, notification will be made no more than three (3) workdays after transfer/reassignment.

SECTION 7. Union/ Management meetings may be requested by either Party. The procedures for meeting formally will be as follows:

a. Parties may meet regarding a specific issue, with mutually agreed upon advance notice at the department level. Meetings at this level will normally be between the Steward and/or Chief Steward and the department manager.

b. For meetings above the department level, the Party requesting the meeting will provide an agenda to the other party in advance of the meeting. Such meetings will be scheduled in a timely manner mutually agreed to by the parties. An issue involving a specific department will normally not be placed on the agenda unless it has been the subject of discussion between the parties at the departmental level. This requirement may be waived by mutual consent. The Employer will arrange to prepare the minutes of the meeting and provide a copy to the Union President. The Union President may make written comments on the meeting notes which will be a summary record. Union representation at these meetings will be limited to the Union President, Vice President, Chief Steward, or appropriate Stewards.

SECTION 8. The Union is entitled to be represented at any examination in connection with an investigation of a unit associate by a supervisor or other management official of the exchange, if -

- a. the associate reasonably believes the examination may result in disciplinary action, and
- b. the associate requests representation.

SECTION 9. A reasonable amount of official time will be granted to investigate and prepare a reply for any disciplinary action for which the associate has right to reply.

ARTICLE 8

FACILITIES AND SERVICES

SECTION 1. The Employer agrees to provide six (6) bulletin boards (no less than 24" x 36"), for use by the Union.

SECTION 2. The Union agrees not to post any libelous or defamatory material on bulletin board areas under its control. The Union agrees to maintain boards in a current and presentable manner.

SECTION 3. The Employer will provide the Union with a suitable office. The Employer further agrees to provide the Union with: typewriter, desk with chair, pager communication unit with one pager, use of duplication equipment, answering machine, fax-machine/ telephone. All charges other than on base and local calls will be borne by the Union. The office will be used by the Union Officers and Stewards during working hours for the purpose of preparing official labor management material as covered by this Agreement including preparation of grievances and appeals. All other occupancy shall be confined to non-duty hours.

SECTION 4. The Employer agrees to authorize use of the Exchange distribution system for purpose of distributing mail which relates to the Parties collective bargaining relationship.

SECTION 5. The Employer will provide the Union with ten (10) copies of the negotiated Agreement. The Employer will pay for the printing of the Agreement.

SECTION 6. During new Associate Orientation, each new associate will be provide with a Union packet of information to include a copy of the Collective Bargaining Agreement.

SECTION 7. A mail slot for the Union will be placed in the administrative section.

SECTION 8. The Union will be provided one reserve parking space adjacent to the Union office.

ARTICLE 9

GENERAL PROVISIONS

SECTION 1. **Parking** - The Employer recognizes the desirability of parking privileges as morale factor. Insofar as is practical, the Employer will provide parking spaces for the associates. This does not preclude the designation of parking spaces within the limitation of energy conservation directives from higher authority.

SECTION 2. **On the Job Injuries** - As soon as practicable after receipt of notification 01 serious on the job injury or death of the associate, the Employer will notify an official of the 10¹ Union.

SECTION 3. **Discipline** - The Parties agree to place emphasis on preventing situations requiring disciplinary action through effective labor-management relations.

SECTION 4. **Work Performance Reviews** - Associates will receive work performance review (WPRs) at least once a year. All associates on board a minimum of 60 days prior to 1 March will receive an annual work performance review during March. WPRs will be discussed with the associate by the rating official or the supervisor. For the annual performance rating, the rater a reviewer will discuss the associate's rating prior to discussing the rating with the associate.

- a. If an associate's performance starts to decline the supervisor should discuss the performance with the associate.
- b. For associates requiring formal written documentation for unsatisfactory Performance, refer to Article 30 Section 11.

SECTION 5. **Speak English Only Policy** - The Navy Exchange System has a Speak English Only Policy. All associates will speak English on the sales floor and all other business areas while interfacing with the public or with fellow associates in the work environment. Associates may speak other than English when necessary to assist customers for whom English is not the primary language. Application of this Speak English Only policy is restricted to those situations of business necessity.

SECTION 6. **Official Government Phones** - After notifying his/her supervisor, an associate may use a Navy Exchange telephone to notify a Union official of a problem. Use will be limited to not more than five (5) minutes in duration. Official government phones will not be used for personal business.

SECTION 7. **Eating Facilities** - The Employer will, whenever possible, provide space for eating lunch.

SECTION 8. **Lockers** - The Employer will notify the associate, when opening and inspecting his/her locker. When the Employer opens and inspects an associate's locker, either the associate or a Union Official will be present, except in cases of emergencies.

ARTICLE 10

CATEGORIES OF EMPLOYMENT

SECTION 1. In accordance with SECNAVINST 5300.22C, categories of employment for associates shall be as follows:

a. **Probationary Associate** – An associates who has completed less than one year of regular employment. All newly appointed regular associates will be subject to a one year probationary period. The probationary period may be extended in cases where an associate's absence has prevented the supervisor from properly evaluating the qualifications for continued employment. Such extension shall be in writing and will be limited to a period equal to the duration of the associate's absence.

b. **Regular Full-Time (RFT) Associate** - These associates serve in a continuing position with a regularly scheduled workweek of 35 to 40 hours.

c. **Regular Part-Time (RPT) Associate** - These associates serve in a continuing position with a minimum of 20 hours per week but fewer than 35 hours per week on a regularly scheduled basis. RPT associates are eligible for leave accrual, retirement, programs, and optional Group Life Insurance.

d. **Flexible Associate** - These associates serve either in a temporary or continuing position up to 40 hours per week. The work may be scheduled in advance or be on an as needed intermittent basis.

ARTICLE 11

WAGES AND PAY MATTERS

SECTION 1. Associates will not have their pay reduced unless it is a result of a Business Based Action (BBA) or disciplinary action.

SECTION 2. Classification levels NF-1 and NF-2, and the minimum rate of pay for NF-3 will be adjusted based upon the results of a wage survey of prevailing rates in each locality. The maximum of classification level NF-3 shall be adjusted by the same percentage of adjustment applicable to the GS pay scale. New pay band ranges and effective dates will be published by the DoD NAF Wage Fixing Authority. These will be provided to the Union President upon the Exchange's receipt.

SECTION 3. Pay band (NF) associates promoted to a higher band, including temporary promotions, will receive a minimum five (5) percent increase or that which takes the

associate into the pay range of the new pay band.

SECTION 4. Craft and Trade (NA,NL,NS) associates will be paid in accordance with Public La, 92-392 and the Collective Bargaining Agreement. Pay schedules and effective dates will b determined by the DoD NAF Wage Fixing Authority.

SECTION 5. Premium Pay:

a. Pay band (NF) associates - Sunday premium will be paid to regular full-time (RFT) associates. Holiday premium pay and night shift differentials will be paid to regular full-time, regular part-time, and flexible associates.

b. Craft and Trade (NA/NL/NS) associates - Sunday premium pay, holiday premium pay and night shift differentials will be paid in accordance with the Collective Bargaining Agreement and applicable regulations.

SECTION 6. Bonuses - Craft and Trade (CT) Associates

a. Craft and Trade (NA/NL/NS) - Current CT associates, those associates who were hired as a regular associate prior to, or on the day of the execution of this Agreement, must receive an overall Work Performance Review (WPR) rating of Exceeds Expectations or Outstanding to receive an annual bonus.

b. The amount of future bonuses will be determined by the bonus dollar amount issued on the associates current WPR, which would have been issued in 1998 or 1999, rating of record at the time of execution of this Agreement.

- (1) If the current WPR is Outstanding:
 - (a) the bonus amount will remain the same as long as the rating remains Outstanding
 - (b) the bonus amount will be reduced by 50% if the WPR rating is lowered to Exceeds Expectations
 - (c) there is no bonus if the WPR rating is Good or lower
- (2) If the current WPR rating is Exceeds Expectations:
 - (a) the bonus amount will remain the same as long as the rating remains Exceeds Expectations
 - (b) the bonus amount will be doubled (x2) if the rating is increased to Outstanding
 - (c) there is no bonus if the WPR rating is Good or lower
- (3) If the current WPR rating is Good or lower and the WPR rating is increased to:
 - (a) Exceeds Expectations - the bonus amount will be determined by multiplying 1% of the associate's annual salary at the time this Agreement was executed

(b) Outstanding - the bonus amount will be determined by multiplying 2% of the associate's annual salary at the time this Agreement was executed.

c. Regular associates hired after the execution of this Agreement and flexible associates who convert to regular full-time or regular part-time after the execution of the Agreement are not entitled to receive bonuses.

d. Flexible associates are not entitled to receive bonuses

SECTION 7. **Bonuses - Pay Band Associate**

a. Pay Band (NF) - Current NF associates, those associates who were hired as a regular associate prior to or on the day of the execution of this Agreement, must receive an overall Work Performance Review (WPR) rating of Exceeds Expectations or Outstanding to receive an annual bonus

b. The amount of future bonuses will be determined by the bonus dollar amount issued on the associates current WPR, which would have been issued in 1998 or 1999, rating of record at the time of execution of this Agreement.

(1) If the current WPR is Outstanding:

- (a) the bonus amount will remain the same as long as the rating remains Outstanding
- (b) the bonus amount will be reduced by 50% if the WPR rating is lowered to Exceeds Expectations
- (c) there is no bonus if the, WPR is rating is Good or lower

(2) If the current WPR rating is Exceeds Expectations:

- (a) the bonus amount will remain the same as long as the rating remains Exceeds Expectations
- (b) the bonus amount will be doubled (x2) if the rating is increased to Outstanding
- (c) there is no bonus if the WPR rating is Good or lower

(3) If the current WPR rating is Good or lower and the WPR rating is increased

to:

- (a) Exceeds Expectations - the bonus amount will be determined by multiplying 1% of the associate¹'s annual salary at the time this Agreement was executed
- (b) Outstanding - the bonus amount will be determined by multiplying 2% of the associate's annual salary at the time this Agreement was executed.

c. Regular associates hired after the execution of this Agreement and flexible associates who convert to regular full-time or regular pan-time after the execution of the

Agreement are not entitled to receive bonuses.

d. Flexible associates are not entitled to receive bonuses.

SECTION 8. Merit Increases - Pay Band (NF) Associates - For NF bargaining unit associates hired before 1/1/2000 the following applies:

a. Regular full-time and regular part-time associates receiving an annual Outstanding performance rating will receive a 3% salary adjustment.

b. Regular full-time and regular part-time associates receiving an annual Exceeds Expectations performance rating will receive a 2% salary adjustment.

c. Flexible associates receiving an annual Outstanding performance rating will receive a 1% salary adjustment.

d. Flexible associates receiving an annual Exceeds Expectations performance rating will receive a .5% salary adjustment.

e. For regular bargaining unit associates hired after 12/31/99 merit increases will be based on the previous fiscal year's financial performance of the NEX. For those regular full-time and part-time associates who have an annual WPR rating of Exceeds Expectations or Outstanding, a minimum of a 1% merit increase will be provided.

ARTICLE 12

WORK ASSIGNMENTS

SECTION 1. It is understood that associates will report for duty at such locations as designated by the Employer. When changes in the reporting location requires a change in work schedule, five (5) working days advance notice of such change will normally be given to affected associates, except in an emergency.

SECTION 2. Use of personal transportation for official business will be compensated at the current rate of mileage reimbursement when such use has been specifically authorized in advance in writing by the Employer.

SECTION 3. For all associates, temporary promotions of 180 days or less may be made on a noncompetitive basis. A detail to a higher band for more than 30 days requires a temporary promotion to be effective on the 31st day.

SECTION 4. Should the mission of the Exchange require associates to be temporarily assigned to duties and/or jobs not related to the associates job description or pay grade, the Employer agrees to make such assignments on a fair and equal basis among qualified associates within a location.

ARTICLE 13

HOURS OF WORK

SECTION 1. The administrative work week and work hours will be in conformance with policies established by the Navy Exchange Manual and other applicable regulations of higher authority. The official work week of the Exchange commences at 0001 Friday and ends at 2400 the following Thursday. The basic work week will normally be divided into five (5), eight (8) hours days, exclusive of meal times, except when the Employer determines that the mission of the Exchange requires some other work schedule. Whenever possible, two (2) consecutive days off will be provided in each administrative work week.

SECTION 2. It is agreed that work schedules for regular full-time and regular part-time associates will be posted seven (7) days in advance and will remain in effect for at least one pay period except in cases of emergencies and/or mission requirements. Where changes in basic work hours, work days, or work week are required due to emergency/mission requirement, reasonable effort will be made to give associates advance notice of such change. In considering reduction in hours, consistent with mission requirements, the Employer will attempt to minimize the impact on regular full-time associates by considering all categories of employment.

SECTION 3. Reasonable time, as determined by the immediate supervisor(s) will be permitted prior to the end of shifts for cleanup of work areas, stowing of tools and for personal hygiene.

SECTION 4. If an associate reports to work at the prescribed starting time on a scheduled work day and is prevented from performing his/her regular duties due to circumstances or emergencies beyond his/her control, and if the Employer is unable to assign the associate to other duties, the associate will receive two (2) hours pay. If the associate had been notified prior to the start of the shift that the associate would not be required on that day, the associate will not be paid for reporting to work.

SECTION 5. An associate may be allowed to work an alternate work schedule if the Employer determines that such a work schedule would not interfere with its mission.

SECTION 6. Any associate who is called back to work and reports to work at a time outside and unconnected with his/ her scheduled hours or work within his/her basic workweek shall receive at least two (2) hours call back pay, including any shift differential and/or additional pay to which he/she is entitled, in accordance with applicable regulations.

ARTICLE 14

OVERTIME WORK

SECTION 1 . It is agreed and understood that the assignment of overtime is a function of management and that management officials are expected to assign overtime in such a way as to accomplish it as efficiently and expeditiously as possible.

SECTION 2. Overtime will be compensated at rates in accordance with applicable regulations. Overtime assignments will be distributed and rotated equitably among qualified associates in accordance with their particular skills and mission requirements of the Employer. It is understood that when special skills are requires, associates possessing such skills will be assigned to the overtime work involved.

SECTION 3. The Employer will make an effort to give associates as much notice as possible when overtime is required . In cases of unscheduled overtime. it is recognized that little advance notice will be possible because of unforeseen Exchange mission requirements. Notification for planned overtime work will be made at least three (3) workdays in advance.

SECTION 4. The Employer will, upon request, relieve an associate from an overtime assignment if his/her reason is valid and there is another qualified associate available for the assignment.

SECTION 5. Pay band (NF) associates shall be paid overtime pay for authorized work in excess of 40 hours in an administrative workweek. Craft and Trade (CT) associates shall be paid overtime pay in authorized work in excess of eight (8) hours in a day or in excess of 40 hours in a week.

ARTICLE 15

MEAL AND REST BREAKS

SECTION 1. If an associate is scheduled to work (scheduled work are the hours that are actually paid):

- a. a minimum of 4 hours but less than 6 hours, these associates will receive a 15 minute paid rest break. This break will normally be scheduled within the middle of the shift.
- b. a minimum of 6 hours but less than 8 hours, the associate will receive one 15 minute paid rest break and a 30 minute unpaid meal break.
- c. 8 hours, the associate will receive two 15 minute paid breaks, (one in the first

half of the shift and another one in the second half of the shift) and a 30 minute unpaid meal break which will be normally scheduled in the middle of the shift.

SECTION 2. Meal breaks will not be combined with rest breaks.

SECTION 3. Meal and rest breaks will not be taken at the beginning or the end of the work shift.

SECTION 4. Associates who are required to work overtime in excess of four (4) hours in their work shift shall be allowed a one-half hour lunch period without pay in accordance with applicable rules and regulations.

ARTICLE 16

HOLIDAYS

SECTION 1. Eligible associates are entitled to holiday benefits consistent with current Navy Exchange System regulations for all federal holidays prescribed by law and that may be added by Federal statute or Executive Order.

SECTION 2. Consistent with the work requirements of the Employer, associates will be permitted time off to observe religious holidays of their faith. Time off to observe religious holidays will be granted annual leave or leave without pay, in accordance with applicable regulations.

SECTION 3. When required to work on a national holiday, associates will receive holiday premium pay in accordance with applicable regulations.

SECTION 4. The Employer will notify the affected associates as far in advance as possible when required to work on a holiday.

ARTICLE 17

ANNUAL LEAVE

SECTION 1. Leave will be administered and granted in accordance with appropriate laws and regulations.

SECTION 2. The minimum increment of leave is 30 minutes.

SECTION 3. Annual leave will be granted to associates consistent with workload requirements. Approval of annual leave requests is at the discretion of the department manager. Approval of requests for annual leave for unforeseen emergency reasons will be considered as the circumstances warrant. It is understood that call-in requests for leave will not normally be approved in cases where there is considered to be insufficient

justification for the absence or where there the reason for the absence is such that leave could have been requested in advance. Reporting of absences does not in itself constitute approval of leave.

SECTION 4. No associate will suffer loss of annual leave (due to no fault of their own). In the event management is not able to grant annual leave, which the associate has requested in accordance with regulations, the associates total accumulated annual leave will be carried over into the next leave year. However, it will be the associate's responsibility to schedule his/her leave throughout the year to insure that excess leave will not be forfeited.

SECTION 5. Annual leave will be scheduled on a continuing basis. Requests for planned vacation periods will be submitted to the immediate supervisor, in writing, as early as possible but in no event later than three (3) weeks in advance of the requested date(s). The supervisor will approve or disapprove the request. The supervisor will notify the associate in writing of the decision by providing a copy of the leave chit to the associate no later than one (1) week after submission. Supervisors will survey their associates not later than 1 March each year to determine their vacation desires. If, at the time of the request, two or more associates desire the same leave period and workload does not permit approval of both requests; the associate within the department concerned who possesses the longest amount of Navy Exchange service will be given first choice of the desired time. Once an associate has made his/her selection, he/she will not be permitted to change his/her selection when such exchange will disturb the choice of another associate. When the Employer finds it necessary to cancel previously approved leave, the reason for such action will be provided to the affected associate in writing if the associate requests. The determination as to the amount of annual leave granted at any specific time rests with the department manager. Insofar as work conditions permit, annual leave for vacation periods will not be denied unless there is justifiable and valid reasons; such as work load, emergency or unexpected absences of other associates.

SECTION 6. Annual leave may be carried over from year to year in accordance with existing laws and regulations.

ARTICLE 18

SICK LEAVE

SECTION 1. Associates shall accrue sick leave according to policies set forth in appropriate laws, rules and regulations. The Employer and the Union urge associates to conserve sick leave so that it will be available in case of extended illness. When a medical, dental or optical examination or treatment is required and cannot be accomplished outside of working hours or on days off sick leave may be granted. When the situation permits, written applications should be submitted and approved.

SECTION 2. Associates absent due to sickness or injury must notify their immediate supervisor or if he/she is unavailable, the duty manager, on a daily basis as early as practical prior to the start of their shift. Failure to comply with these provisions may, at the discretion of the Employer result in the absence being treated as an unauthorized absence. If a doctor's certification is provided the associate does not need to call in daily for the period of time that the doctor's note covers.

SECTION 3. The Union recognizes the importance of sick leave and the obligation of the associate, as well as the advantage to the associate, to use sick leave only when incapacitated for the performance of duty by sickness, injury or other valid reason.

SECTION 4. If an associate is injured on the job, sick leave or worker compensation, as appropriate, will be granted in accordance with current regulations.

SECTION 5. Sick leave requests in excess of three consecutive workdays will be accompanied by a doctor's certificate. Doctor's certification for shorter absences will be required of associates who have been previously notified in writing of such requirement. Such a requirement will be imposed on associates when the Employer has documented evidence showing a pattern or excessive sick leave abuse.

SECTION 6. Non-probationary regular full-time and part-time associates who are incapacitated from duty because of illness or accident who have exhausted all sick and annual leave balances shall be advanced sick leave upon written request of the associate. Sick leave will be advanced as follows:

- a. advanced sick leave may not exceed 40 hours
- b. there is a reasonable expectation that the associate will return to duty for a period sufficient to liquidate the advance leave by subsequent accrual
- c. the associate has not demonstrated or has a documented pattern of excessive use of sick leave (regardless if the associate has previously been issued a letter of requirement for use of sick leave
- d. an advance of sick leave may occur only once in the life of the contract

If an associate terminates before the advance sick leave is "paid back", the balance due to the NEX is subject to garnishment from the associate's final pay.

SECTION 7. If an associate incurs a work related injury the Employer will make reasonable effort to return the associate to duties within the limitations set forth by a doctor.

SECTION 8. The minimum increment of leave is 30 minutes.

ARTICLE 19

OTHER LEAVE

SECTION 1. **Jury Duty** - Regular associates will be granted court leave for jury duty or other court appearances in accordance with current regulations. The associate must submit a copy of the summons for jury service or court appearance. Upon completion of the service or appearance, the associate shall present to the supervisor satisfactory evidence of the time served on such duties. Regular full-time and regular part-time associates will receive their regular pay for such time off, or will retain the court fees received from the court, whichever is the greater amount. When an associate is excused from jury duty and is normally scheduled to work that day, the associate shall report back to work if the associate is able to report prior to the end of the scheduled work shift.

SECTION 2. **Maternity/Paternity** - Exchange associates will be granted leave for maternity reasons in accordance with current regulations. The granting of leave for maternity/paternity reasons may be a combination of sick leave, annual leave, and/or leave without pay. Requests for leave for maternity/ paternity reasons, accompanied by a medical certificate, will be submitted by associates substantially in advance of need for use.

SECTION 3. **Leave Without Pay** - Associates who return to work from an authorized leave without pay status or Family Medical Leave Act shall be returned to their former position or compatible position, without loss of associate status to include but not limited to seniority, in accordance with laws, rules and regulations. Associates who are absent on extended leave without pay for periods up to one (1) year shall be entitled the rights and privileges afforded to governing regulations.

SECTION 4. **Excused Absences** - An excused absence is defined as an associate's approved absence which is not deducted from sick or annual leave.

a. **Blood Drives** - Associates participating in an NEX organized blood drive to donate blood shall be excused for the time necessary for this purpose. The maximum excused time shall not exceed four (4) hours per donation.

b. **Tardiness** - Brief periods of absences or tardiness of up to one (1) hour may be given to associates due to circumstances beyond their control, at the discretion of management.

c. **Veterans** - Associates who are Veterans or who are requested by a Veteran's organization of the Armed Forces shall be excused for up to four (4) hours within a day to participate as an active pall bearer, member of a firing detail, or honor guard in the funeral of a member of the Armed Forces.

ARTICLE 20

PROMOTIONS

SECTION 1. It is the policy of the Employer to use the skills and potential of all associates fully, to give the associates the opportunity to advance within the Exchange System. Candidates from outside the Exchange must meet the same requirements and be evaluated by the same methods as those within the Exchange. The Union recognizes that the Employer has the option of filling vacancies by other than promotion, such as appointment, reinstatement, reassignment, or new hire.

SECTION 2. The Employer will announce all RFT and RPT vacancies in the Unit above the entry level by posting a notice of these vacancies on all associate bulletin boards for a period of not less than seven (7) consecutive calendar days.

SECTION 3. Interested applicants must file an application with the Human Resources Office within seven (7) days from the date of posting.

SECTION 4. A copy of each job posting will be sent to the Union on the date posted. The Union may refer applicants to the Employer for consideration.

SECTION 5. Announcements will provide a summary statement of duties, a statement of required qualifications to include special knowledge, skills and abilities determined essential for effective job performance which constitute a part of the minimum requirements of the position.

SECTION 6. The Employer will evaluate qualified applicants for announced vacancies in using job related criteria such as but not limited to:

- Job Knowledge
- Formal Education
- Self Development
- Experience
- Potential
- EEO
- WPR (internal candidates only)

b. The Employer agrees to review the selection procedures used with any bargaining unit associate not selected, upon request, and to counsel the applicant in methods of improving the associates chances for selection in future promotions.

c. There will be no selection of a promotion candidate prior to the posting of the vacancy. The Employer agrees that no individual shall be selected or notified of selection until proper procedures are followed.

d. Should the evaluation of internal applicants be equal on the above factors a second interview will be conducted by another rater.

SECTION 7. When interviews are conducted all the best qualified applicants will be interviewed, if available.

SECTION 8. When filling regular full-time positions consideration will be given to current on-board regular full-time employees.

ARTICLE 21

JOB DESCRIPTIONS

SECTION 1. The Employer will maintain a current job description for each associate and each associate will be provided a copy of their job description. The job description will contain an accurate description of the associate's duties in sufficient detail to reflect the full duties of the position.

SECTION 2. When the term "such other duties as may be assigned" or its equivalent is used in a position description, the term is mutually understood to mean tasks that are normally related to the position and are of an incidental nature. This will not infringe upon the right of the Employer to assign other work to an associate when necessary.

SECTION 3. To ensure that job descriptions are accurate, the supervisor and associate will review the associate's position description at the time of the associate's annual work performance review.

SECTION 4. Pay band associates may grieve the assignment of their position to or with in a particular band as well as the title and series.

SECTION 5. The Employer will notify the Union of changes in the job descriptions which will result in a Personnel Action or will have significant impact on the associate's working conditions. Job descriptions of unit associates will be furnished to the Union upon request.

ARTICLE 22

WAGE SURVEY

SECTION 1. The Union may participate in wage surveys when invited by the host labor organization, in accordance with instructions issued by the Office of Personnel Management, Assistant Secretary of Defense and the Chairperson of the Local Wage Survey.

SECTION 2. The Employer shall notify the Union within five (5) work days following a receipt of an order directing either a full scale survey or wage change survey in the San Diego County, California area.

SECTION 3. The wage schedule applicable to unit associates will be furnished to the Union upon receipt. It is agreed that the wage schedule will be posted on all official bulletin boards for a period of thirty (30) days following publication.

ARTICLE 23

STANDARDS OF CONDUCT

SECTION 1. The Union and the Employer agree that all associates will comply with the provisions of the Standards of Conduct without regard to their position.

ARTICLE 24

BUSINESS BASE ACTION (BBAs)

SECTION 1. In event of a business-based action due to a reorganization or other business reasons, the Employer agrees to notify the Union, and the associates involved, as soon as possible, but not less than thirty (30) days prior to such action.

SECTION 2. The Employer will provide the Union an opportunity to be involved in the initial discussions of any proposed BBAs that will impact bargaining unit associates. The Union may designate a representative, to serve as a point of contact for activities related to a BBA. During periods of a BBA, the Union agrees to cooperate with the Employer in communicating to associates the reason for the BBA.

SECTION 3. The Employer will ensure that maximum efforts are made toward providing other positions for unit associates who suffer loss of positions or demotions.

SECTION 4. When the Employer has completed planning the business based action, but before any associate is notified in writing, the Union representative will be provided information concerning affected associates, including placement efforts to minimize adverse impact. The Employer will notify all affected associates of their entitlement to reversion, retirement, eligibility of placement on the Re-employment Priority List (RPL), severance pay, saved pay retention in accordance with all applicable laws, rules, and regulations.

SECTION 5. The Union's designated representative shall be furnished a list of the names, job classifications, and work areas of all unit associates affected by business-based actions.

SECTION 6. The Employer will cooperate by whatever available means to assist the separated associates in job placement elsewhere. Any affected associate who is separated as a result of BBA, and who has not declined placement equal in grade to the position held, will be placed on the RPL. Such associates will be given preference for re-employment in accordance with applicable regulations.

a. The associate shall have the right to revert to the most recently previously held position within the activity provided that the position is presently encumbered and the associate has a retention date that is greater than that of the present incumbent in that position.

SECTION 7. Business-based actions will be taken in accordance with DoD Instruction 1401. and Navy Exchange System instructions governing business-based actions.

ARTICLE 25

EQUAL EMPLOYMENT OPPORTUNITY

SECTION 1. The Parties endorse the principles and objectives of the Equal Employment Opportunity program as set forth in law and regulation. It is the policy of the Employer to extend equal employment opportunities to all associates and applicants.

SECTION 2. It is agreed between the Parties that in the policies and practices of the Union and management, there shall be no discrimination against any associate on the basis of race, color, creed, national origin, sex, age, political affiliation, marital status, sexual orientation or handicapping condition.

SECTION 3. The Parties, where appropriate, will jointly seek solutions to equal opportunity problems.

SECTION 4. EEO complaints will be processed in accordance with applicable regulations and instructions.

SECTION 5. EEO complaints are not subject to the provisions of the grievance or arbitration procedures contained in this Agreement.

ARTICLE 26

CIVIC RESPONSIBILITIES

SECTION 1. The Parties recognize that local and national health, welfare, and emergency relief organizations depend largely upon voluntary contributions for successfully achieving their objectives, and encourage associates to contribute voluntarily to worthwhile organizations. It is agreed that the Combined Federal Campaign drives will be conducted in the spirit of voluntary giving.

ARTICLE 27

TRAINING

SECTION 1. The Parties agree that the training and development of associates within the Exchange is a matter of primary importance.

SECTION 2. Associates will be provided the opportunity to take home study courses and will be kept informed of any training sessions or seminars available to them. The Union will encourage associate training as a means of preparing for advancement opportunities.

ARTICLE 28

SAFETY AND HEALTH

SECTION 1. The Employer will make every reasonable effort to provide and maintain working conditions, and to comply with applicable Federal laws and regulations relating to the health and safety of associates. The Union agrees to cooperate in this effort and will encourage associates to observe safety rules and regulations. A safe, productive workplace benefits everyone.

SECTION 2. No associate shall be required to work where conditions are unsafe to their health and safety. Associates required to perform maintenance and repair work shall utilize proper precautions, protective equipment and safety devices provided by the Employer, where required. Associates are encouraged to report unsafe protective equipment, safety devices, and working conditions to the Employer.

SECTION 3. The Employer will follow the recommendations of the Base Safety Officer when a location is deemed unsafe or unhealthy.

SECTION 4. The Union may designate one representative to serve on the Exchange Safety Committee and agrees to inform the Employer in writing of the name of its designee. The Committee shall normally, meet once a month.

SECTION 5. Associates having medical emergencies while on duty will promptly notify their immediate supervisor and be screened and treated at the station medical facility or by the physician of their choice.

SECTION 6. Associates who are assigned to an occupation or duty potentially hazardous to the associate's health will be given periodic medical examination without cost to the associate. Occupations or duties designated as potential hazards and the frequency and types of examinations required are listed in the current Department of Navy Instructions.

ARTICLE 29

SPECIAL TOOLS AND CLOTHING

SECTION 1. Subject to the provisions of applicable regulations, the Employer agrees to continue to bear the full expense of all special tools, special uniforms and special equipment that associates may be required to use in accomplishing their assigned duties, excluding Barbers, Beauticians and Auto Mechanics. Dress codes are not to be considered special clothing.

SECTION 2. Barbers/Beauticians have the option of buying their personal tools through the Navy Exchange purchase orders (vendors).

ARTICLE 30

DISCIPLINARY ACTIONS

SECTION 1. Both Parties agree that primary emphasis will be placed on preventing situations requiring disciplinary actions through effective employee-management relations. Disciplinary actions will be only taken for just cause.

SECTION 2. No action will be taken against an associate solely as a result of a customer complaint without first giving an associate an opportunity to comment.

SECTION 3. Usually, oral warnings will be given discreetly to avoid embarrassing the associate.

SECTION 4. Letters of caution shall be specific as to the area of deficiency.

SECTION 5. Emergency Suspensions- An associate may be placed on emergency suspension without pay, pending disciplinary action, when it is determined by a department head or equivalent that retention of the associate might result in damage to or loss of property or funds, might be injurious to the associate or others, or might be detrimental to the interests of the Exchange; or when guilty of crime for which a prison sentence may be imposed. In such cases, the associate will be provided at least 24 hours advance notice, in a pay status, of the emergency suspension. If the final disciplinary action taken on the associate so suspended is less than termination, the associate will be paid for the time suspended, less any pay required by the disciplinary action. An emergency suspension may be grieved under the negotiated grievance procedure.

SECTION 6. Disciplinary actions are:

- Letters of Reprimand
- Suspensions
- Reduction in pay based on conduct or performance
- Involuntary separation for cause

SECTION 7. The associate 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 associate reasonably believes that disciplinary action may result from the examination, and
- b. The associate requests representation.

SECTION 8. Procedures for processing disciplinary actions:

a. For Letters of Reprimands and Suspensions for 30 Calendar Days or Less, the associate will be given a written notice of decision which specifies the reasons for the action and advises the associate of the right to grieve the action.

b. For Demotions, Termination ,and Suspensions for More Than 30 Calendar Days.

(1) Advance Notice - The associate shall be given 14 calendar days advance written notice of the proposed action. The notice must include the following:

- (a) Specify the reasons for the proposed action.
- (b) Advise the associate of the right to reply in writing to the deciding official or that official's designee, to the proposed action within seven (7) calendar days of the proposal.
- (c) How or where the associate may review the evidence relied upon to support the reasons for proposed action
- (d) The associate is entitled to be represented by a person of the associate's own choice. Any fees charged by the associate's representative are the responsibility of the associate.

(2) Notice of Decision - The Notice of Decision will be written and be delivered to the associate in advance of the effective date of the action. The decision will identify which reasons were sustained, which were not sustained, explain the rationale for the decision, and specify the associate's right to grieve through the negotiated grievance procedure.

- (a) A Notice of Decision may not increase the penalty proposed in the Advance Notice.
- (b) The standard of proof to be applied in deciding disciplinary actions shall be substantial evidence.

SECTION 9. Any reply will be given full consideration by management before a final notice of the decision is issued. If the disciplinary action is rescinded, all records pertaining to it will be removed from the associate's official personnel file (OPF) and destroyed. If disciplinary action is taken, or if less severe disciplinary action is imposed, the associate 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 available to the associate for seeking relief from the disciplinary action taken.

SECTION 10. The Parties recognize that in some cases management may possess data which the Union properly requires in order to represent bargaining unit associates. 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 associates.

SECTION 11. Unsatisfactory Performance - Associates should be counseled prior to receiving a Letter of Caution. At any time during an appraisal period when associates are performing at an unsatisfactory level, they will be issued a Letter of Caution for unsatisfactory work performance. This letter will specify the performance deficiencies, what specific action must be taken to improve their performance to an acceptable level, what assistance will be provided by the supervisor to help improve his/her performance, and a specified time period to improve. If the associate fails to improve their performance up to a satisfactory level they may be demoted, reassigned, or removed. If they are demoted or removed, they will be provided grievance rights.

SECTION 12. Exclusions- Disciplinary actions do not include:

- a. Business-based actions
- b. Action taken as a result of termination of a temporary promotion.
- c. A separation or change to a lower pay or pay level when voluntarily initiated by the associate.
- d. Application of a revised prevailing rate schedule when there is no change to the position.
- e. Actions taken as a result of an associate abandoning their position.
- f. Separation of a flexible associate or probationary regular associate.
- g. Termination for a disability extending beyond sick leave allowance.

ARTICLE 31

NEGOTIATED GRIEVANCE PROCEDURE

SECTION 1. This Article establishes the exclusive procedure available to the associates in the unit, the Union, and the Employer for resolving all grievances which fall within its scope. Grievances to be processed under this Article shall apply to matters of concern or dissatisfaction regarding the interpretation, application or violation of law, regulation, or this Agreement; conditions of employment; or relationships with agency supervisors and officials, including disciplinary and adverse actions. Certain matters are excluded from coverage by the Negotiated Grievance Procedure and from coverage by the Negotiated Arbitration Procedure, either because they are not grievable or arbitrable matters, or because they are matters which are subject to final administrative review outside the agency under law or regulations. The following is summary of typical matters subject to such exclusion:

- a. wages, salary, or commission rates and schedules;
- b. a proposed action or notice of caution or oral admonishment;
- c. voluntary actions requested by the associate;
- d. appeals;
- e. a decision to disapprove an award or other type of discretionary award.
- f. substantive and procedural content of regulations and directives;
- g. non-selection for promotion, except for procedural error, where the grievant's sole allegation is that he/she is better qualified than the person selected;
- h. a violation relating to political activities
- i. retirement, life insurance, or health insurance
- j. any national security matters taken under 5 USC 7532;
- k. any examination, certification or appointment;
- l. classification of a position which does not result in the reduction in grade or pay of the associate;
- m. Equal Employment Opportunity complaints;
- n. separations of employment of probationary or flexible employees;
- o. an action terminating a temporary promotion or detail;
- p. failure to receive a pay increase or the amount of a pay increase except as negotiated in this Agreement;
- q. Longshoremen's and Harbor Worker's Compensation Act, as amended 33 USC;
- r. restriction on employment of relatives under 5 USC;
- s. dual pay and dual employment under 5 USC.

SECTION 2. Most grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an informal basis at the immediate supervisor's level. The Employer and the Union agree that every effort will be made to settle grievances at the lowest possible level. Inasmuch as dissatisfaction and disagreements arise occasionally among people in any work situation, the filing of grievance, in good faith, shall not be construed as reflecting unfavorably an associate's good standing, or performance or loyalty or desirability to the organization, nor should the grievance be considered as a reflection on the Employer.

SECTION 3. Associates using this procedure may be represented by Union representatives as specified in Article 7 of this Agreement. However, associates may also present grievances directly to appropriate management officials, without representation., in an attempt to have them adjusted. In such event, the Union will be given the opportunity to be present during the grievance proceeding.

SECTION 4. Any grievance not taken up with the associate's immediate supervisor within ten (10) working days after the occurrence of the matter out of which the grievance arose, will not be presented or considered at a later date except in case where the associate or complaining party could not reasonably have been aware of being aggrieved. Once the associate becomes aware of a situation he/she will have ten (10) work days to present the grievance to his/her immediate supervisor. Extension may be mutually agreed upon to provide for unusual cases.

SECTION 5. Grievances can be initiated by one or more associates. When more than one associate has an identical grievance (the dissatisfaction expressed and the relief requested are the same), the Parties will select an individual case for processing under this grievance procedure. The final decision on the case selected will be binding on the other cases. Names of all associates involved in this procedure will be made a part of the record of the cases selected for processing and when a decision is made on the grievance, each associate will be individually notified.

SECTION 6. The following grievance procedures apply to all associates of the Unit and the Parties however, if the grievance is due to a disciplinary action, the initial filing of the grievance will be in writing to the manager/supervisor who issued the disciplinary action. All other grievances will be submitted to the lowest supervisory level that will be able to resolve the issue.

a. Step 1. The aggrieved associate will present his/her problem orally and/or in writing to his/her immediate supervisor within ten (10) work days following the condition or circumstances which caused the associate to become aggrieved. The immediate supervisor will meet with the associate in an attempt to resolve the grievance. The associate may, upon request, be represented by his/her Steward. If resolution of the associate's grievance is not within the authority of the supervisor, the supervisor will refer the matter to the management official having such authority. If this is done, the associate and the Union will be informed of the name of the official to whom the matter is referred. The associate will be informed in writing of a decision on the grievance within ten (10) work days after receipt.

b. Step 2. If the problem is not satisfactorily adjusted in Step 1, the aggrieved associate may appeal in writing using the form contained in appendix: A, to the department manager within ten (10) work days following receipt of the decision of the immediate supervisor. The department manager will investigate all facts and attempt to resolve the problem within ten (10) work days following receipt of the associate's grievance and render a decision in writing.

c. Step 3. If the problem is not satisfactorily adjusted in Step 2, the aggrieved associate may appeal within ten (10) work days following receipt of the decision of the department manager to the General Manager. The grievance will:

(1) be in writing and shall contain sufficient information to identify and clarify the basis for the grievance;

(2) shall include the written decision rendered by the department manager at Step 2

as an enclosure;

(3) shall specify personal relief desired, and;

(4) designate a representative, if desired.

The General Manager or his/her designated representative will meet with the associate and the Union representative if designated, within ten (10) work days following receipt of the associate's grievance. The General Manager may call upon other employees or supervisors to attend the meeting, if in his/her opinion their presence would assist in resolving the associate's grievance. The General Manager will render his/her decision in writing to the associate within ten (10) work days following completion of the meeting.

d. Step 4. If satisfactory settlement is not reached at Step 3 of the procedure, the associate may submit his/ her grievance to the Commanding Officer, Naval Air Station, North Island, within ten (10) work days following receipt of the decision. If satisfactory settlement still is not reached, the Union may submit the grievance to arbitration within fifteen (15) work days following receipt of the decision. Only the Union or the Employer may invoke arbitration. The Arbitrator's decision is binding and the arbitration procedures in Article 32 will be followed.

SECTION 7. The time limits in this Article may be extended upon mutual agreement of the Parties concerned. An associate may withdraw his/her grievance at any time. Failure of the associate/Union to observe the time limits for any step in the grievance will entitle the Employer to reject the associate's grievance for being untimely. Failure of the Employer to observe the time limits for any step in the grievance procedure will entitle the associate to present his grievance to the next step.

SECTION 8. If at any step of the grievance procedure set forth herein the aggrieved associate accepts the decision rendered by the Employer, the grievance will be terminated.

SECTION 9. Nothing in this Agreement will be interpreted so as to require the Union to represent any associate if the Union considers the grievance to be invalid or without merit.

SECTION 10. Grievances by the Union will be initiated and submitted in accordance with Step 3. Grievances by the Employer will be formalized in writing and presented to the President of National Association of Government Employees Local R12-186. If the Employer is not satisfied with the decision of the Union, the Employer may impose arbitration in accordance with Article 33.

SECTION 11. If the Parties do not agree that a matter is subject to this Grievance procedure or to the Arbitration Procedure provided for in Article 33, the question of grievability or arbitrability may be submitted to arbitration.

SECTION 12. All ULPs will be forwarded through the Union or the Employer before it is officially filed. The Employer or Union will inform the other Party in attempt to resolve the matters. A response will be issue in 14 calendardays.

ARTICLE 32

ARBITRATION

SECTION 1. If the Parties fail to settle any grievance processed in accordance with the negotiated grievance procedure of Article 32 of this Agreement, then such grievance shall, upon written request by the Party desiring arbitration, be referred to arbitration. Such written requests must be submitted not later than fifteen (15) work days following the conclusion of the final step of the grievance to arbitration.

SECTION 2. Within five (5) work days after receipt of the notice of intent to arbitrate the Parties shall meet to agree on the selection of an arbiter, and to enter into a written agreement to arbitrate. If an agreement cannot be reached on an arbiter, either party may request the Federal Mediation and Conciliation Service to submit a list of five (5) impartial persons to act as arbiters. The parties shall meet within seven (7) work days after the receipt of such list. If they cannot mutually agree upon one of the listed arbiters, the Employer and the Union shall alternately each strike one name from the list. The remaining name shall be the duly selected arbiter.

SECTION 3. The arbiter shall be instructed to render a decision limited to the specific issue as presented by the agreement to arbitrate. He/she shall not have the authority to change, modify, alter, delete or add to the provisions of the Agreement, as such right is the prerogative of the contracting parties only.

SECTION 4. The fee and expense of the arbiter, including the cost of shorthand reporter or reports, if requested by arbiter, shall be borne equally by the Employer and the Union, except that travel and per diem will not exceed that authorized by Department of Defense Travel Regulations. The arbitration hearing shall be held during the regular day shift hours of the basic work week on the Employer premises. The aggrieved associate, Union representative, and necessary associate witnesses will be on a duty status without charge to leave. Obtaining necessary parties who are not civilian employees of the Employer or military personnel assigned to the Naval Air Station, North Island shall be the responsibility of the party calling such witnesses and shall be at the expense of that party.

SECTION 5. The arbiter will be requested to render his/her decision as quickly as possible, but in any event, no later than thirty (30) calendar days after the conclusion of the hearing.

SECTION 6. The arbitrator's award shall be binding on the parties. However, either party may file exceptions to an award with the Federal Labor Relations Authority.

ARTICLE 33

LABOR/MANAGEMENT PARTNERSHIP

SECTION 1. The Parties share the vision of (a) a commitment to quality and efficiency in service through program leadership, customer service and teamwork, (b) maintaining a safe, healthy and quality workplace and (c) creating an atmosphere where all employees are treated fairly and equitably, have respect for one another and work together to accomplish the mission.

SECTION 2. Labor/Management Partnership. In accordance with Executive Order 12871 of October 1, 1993, the parties recognize:

- a. the need and obligation to work together as partners in order to achieve the common goal of providing the best service to our customers at the lowest possible price while protecting employment security and career advancement through empowering employees, creating a quality work environment and using common incentives to help each other succeed;
- b. that the involvement and commitment of the associates who do the work is essential in improving the effectiveness of the organization;
- c. that achieving our goal will require a continuous training program for managers, supervisors, and union representatives in communication and cooperation skills, including alternate dispute resolution techniques and interest-based bargaining approaches ;
- d. that the primary resource of the Exchange is the knowledge, skill, wisdom, experience, enthusiasm and versatility of our employees;
- e. that it is necessary to encourage the active, involved participation, and collaboration of the Union, bargaining unit associates , supervisors , and managers in order to improve the quality of the service we provide .

SECTION 3. The process of creating a Labor/Management Partnership includes techniques for problem identification, diagnosis and resolution, improving the quality of work life, and improving communication among and between managers, supervisors, and associates with the objectives of: (a) creating and maintaining a trusting/respectful working relationship, (b) making jobs easier for everyone, (c) improving communications /listening skills, (d) decreasing interpersonal anxiety and fear, (e) increasing Associate/Management understanding of each other's expectations, (f) using a team effort approach, and (g) maintaining a non-adversarial relationship.

SECTION 4. The Parties recognize that our overall relationship is grounded in common objectives and interests and that we will have different interests in some cases. The Parties are committed to joint development of a common strategy which is based on helping each other succeed by cooperation whenever that is possible.

SECTION 5. It is agreed by the Parties that all time spent by any participant in the Labor/Management Partnership process shall be considered official time.

SECTION 6. Both Parties respect the interests, integrity, and roles of the other in the exchange. We recognize that the cooperation of workers and management adds value to the services that are provided and that 2-way flow of information is essential throughout the exchange. The Parties agree to openly share all possible information necessary to make informed decisions about work place issues, recognizing that effective decisions related to the partnership can be made only if both Parties have timely, relevant information.

SECTION 7. The Parties recognize that our partnership must evolve to meet present and future needs. We are committed to continuous changes in our approach to accommodate emerging realities. We likewise recognize the inevitability of change in the work place and the need to facilitate constructive change.

SECTION 8. Sixty (60) days after conclusion of negotiations, the Parties will meet to form a partnership council.

ARTICLE 34

CONTRACTING OUT

SECTION 1. The Employer agrees to afford the Union opportunity to be involved in discussion regarding proposals to contract out bargaining unit work. The Employer also agrees to formally notify the Union 45 days in advance of any proposal to contract out bargaining unit work. Such advance notice will provide a full explanation to the proposed action.

SECTION 2. The Employer shall keep the Union fully informed of all prospective reorganizations within or involving the Exchange that results in a decision to contract out.

SECTION 3. The Employer agrees that the personal service contracts will not be used to affect an appointment to a job which requires employment of an individual on a continuing basis. Such positions will be graded and paid under the appropriate schedule of the Department of Defense Wage Fixing Authority.

ARTICLE 35

UNION DUES WITHHOLDING

SECTION 1. A bargaining unit member may make a voluntary allotment for payment of Union dues by submitting a completed Standard Form (SF) 1187, Request and Authorization for Voluntary Allotment of compensation for Payment of Labor Organization Dues, and submit it to the Navy Exchange Human Resources Office via the Union representative. The allotment will be effective the first full pay period beginning on or after the SF 1187 has been received in the Human Resources Office.

SECTION 2. The Union is responsible for procuring, distributing the SF 1187 to its members, certifying to the amount of the dues, delivering the completed form to the Navy Exchange Human Resources Office, and educating its members on the program for allotment for payment of dues, its voluntary nature, and the uses and availability of the SF 1187.

SECTION 3. An allotment shall be terminated when the associate leaves the unit as a result of reassignment, to a non-unit position, retirement, termination or other personnel action, or when the dues withholding agreement is suspended or terminated; or when the associate has been suspended or expelled from the labor organization, or upon request by the associate.

SECTION 4. The Union shall notify the Navy Exchange Human Resources Office, in writing, when a member who has authorized dues withholding is suspended or expelled from the Union.

SECTION 5. An associate may revoke an allotment for payment of Union dues by submitting a completed Standard Form (SF) 1188 Cancellation of Payroll Deductions for Labor Organization Dues, or submitting a letter to the Navy Exchange Human Resources Office. The revocation will become effective the first full pay period following receipt of the revocation in the Human Resources Office, provided the allotment has been in effect for at least one year. Thereafter, the revocation will become effective the first full pay period following 1 March of each year.

SECTION 6. Whenever a revocation is received by the Navy Exchange Human Resources Office, the Union shall be notified.

SECTION 7. The Employer will normally forward to the Comptroller, Fiscal office, National Association of Government Associates , within three (3) work days after each pay day all the following:

a. A List in duplicate containing the name and payroll number of each associate member of the Union on voluntary allotment, and the amount of the allotment made by the associate. A copy of this list will be provided to the National Association of Government Associates Local R12-186.

b. A check drawn by the Exchange system made payable to the Comptroller, Fiscal Office, national Association of Government Associates, in an amount equal to the total of all such monetary allotment deductions.

c. At least three (3) work days prior to the start of a new pay period, the Union shall notify the Navy Exchange Human Resources Office of any error which it believes has been made in the amount of dues previously transmitted. Upon verification of an error reported by the Union or discovered by the associate, the Employer shall make an appropriate adjustment in the amount transmitted for each new pay period. An explanation of the adjustment shall accompany the check in which the adjustment is reflected.

SECTION 8. This Article is subject to revision as may be necessary to comply with changes in applicable laws, rules or regulations issued by higher authority. It is also subject to revision if the Union changes the amount of the dues to be allotted. In this case, the Union will give each associate member written notice of such change. The change will become effective the first full pay period following receipt of the Union's written request in the Human Resources office.

ARTICLE 36

DURATION OF AGREEMENT

SECTION 1. This agreement will remain in full force and effect for three (3) years from the date of approval by the Secretary of the Navy, followed by automatic one year extensions unless either party requests to negotiate between 105 and 60 calendar days prior to the anniversary approval date. If neither party notifies the other of the intention to negotiate this agreement within that time frame, the agreement shall be automatically renewed for a period of one year, effective on the date immediately following the first day of the specified duration of the agreement. The parties understand all extensions must be sent to the Department of Defense.

SECTION 2. This Agreement, except for its duration period as specified in Section 1 of this Article, is subject to opening only as follows:

a. Amendment(s) may be required because of changes made in applicable laws or Executive Orders after the effective date of this agreement. In such event, the parties will meet for the purpose of negotiating new language that will meet the requirements of such laws or Executive orders. Such amendments will be duly executed by the parties.

b. It may be opened for amendments by the mutual consent of both parties at any time after it has been in force and effect for at least six months. Requests for such amendments by either party must be written and must include a summary of the amendments proposed. The parties shall meet within thirty (30) calendar days after receipt of such notice to discuss the matter(s) involved in such request(s). If the parties agree that opening is warranted on such matter(s) they shall proceed to negotiate on amendments to same. No changes shall be considered except those bearing directly on the subject matter(s) agreed to by the parties. Such amendments as agreed to by the Parties will be duly executed by the parties.

c. It shall be opened for amendment only by consent of both parties after receipt of any order, regulation of the office of Personnel Management, Department of Defense, or the Department of the Navy which alters any issue dealt with in this Agreement, and limited to only those specific issues.

d. Agreement shall be duly executed by both parties. Amendments, when executed, will become effective on the date of approval by the Department of the Navy.

SECTION 3. At the written request of either party, submitted between one hundred five (105) days and sixty (60) days prior to the expiration date of this agreement, the parties will meet to make plans for negotiating ground rules for this agreement.

APPENDIX A

NEGOTIATED GRIEVANCE FORM
NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES LOCAL R12-186
INFORMAL RESOLUTION/GRIEVANCE PROCEDURE FORM

Associate's Name _____ SSN# _____

Work Phone # _____

Work Location _____ Bldg. # _____

Date of Incident _____

Name of Representative _____

Work Phone # _____

Work Location _____ Bldg. # _____

CERTIFICATION that the associate and supervisor have discussed the grievance stated below in an effort to resolve it INFORMALLY.

I _____ met with my supervisor on _____
(Associate's Name) (Date)
and was UNABLE to resolve the matter informally.

Associate's Signature/Date

I _____ met with the above named associate on _____
(Supervisor's Name)
_____ and was unable to resolve the matter informally.
(Date)

Supervisor's Signature/Date

NOTE: The above certification MUST be completed prior to filing a formal grievance.

NEGOTIATED GRIEVANCE FORM

STATEMENT OF GRIEVANCE

Be Specific:

SECTION OF THE CONTRACT ALLEGEDLY VIOLATED

Article and Section:

PERSONAL RELIEF SOUGHT/RESOLUTION REQUESTED

Associate's Signature/Date

Representative's Signature/Date

Received by: _____

Name and Title

Signature and Date

In witness where of Parties here to have reached agreement through interest based bargaining and executed this Agreement on the 14 October 1999.

For the Employer:

For the Union:

Team Members:

Team Members:

Sent to DOD on 14 October 1999 to be effective on 14 November 1999.